



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

National Defence

National Defence Headquarters
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Ottawa, (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Derrick Morrow
Derrick.Morrow@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

Solicitation Closes – L'invitation prend fin

At – à : 2:00 PM EDT

On - le : March 8th. 2024

Title – Titre	Solicitation No. – No de l'invitation
HHTI Batteries	W8486-249226/A
Address Enquiries to: – Adresser toutes questions à :	
See Herein Section 6.5.1.1 Procurement Authority	
Telephone No. – No de telephone	FAX No. – No de fax
	N/A
Destination	
See herein Section 6.4.3 Shipping Instructions	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery Required – Livraison exigée
See herein.
Vendors Name and Address – Raison sociale et adresse du fournisseur
Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)
Name – Nom _____
Title – Titre _____
Signature _____
Date _____

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Part 1 – GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this procurement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

The bidder may request a debriefing on the results of the bid solicitation process. The bidder 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.

1.4 Trade Agreements

The requirement is subject to the provisions of the following Trade Agreement:

- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Columbia Free Trade Agreement (CCoIFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Panama Free Trade Agreement (CPanFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Ukraine Free Trade Agreement (Canada-UK FTA)
- Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA)
- Canadian Free Trade Agreement (CFTA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canadian-European Union Comprehensive Economic and Trade Agreement (CETA)
- World Trade Organization Agreement on Government Procurement (WTO-AGP)

Part 2 – The BIDDERS 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) (<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.

The 2003 (2022-03-29) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

-
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, is deleted in its entirety;
- e) Section 08, Facsimile, is deleted in its entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

- f) Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

- g) Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Electronic Submission of Bids

-
- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
 - b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

Only bids transmitted electronically to the email address identified on the first page of this RFP will be accepted.

2.3 Pre-award Samples Submission

Bidders must submit all 3 battery types in order that they meet the specified requirements.

Bidders must submit 2 samples of each battery type as per Annex A .

The pre-award samples must be sent with the bid and must be sent to the following address by the time and date of bid closing:

Department of National Defence
ADM(Mat) / DGLEPM / DLP
DSSPM 3-8
60 Moodie Drive
Ottawa, Ontario
K2H 8E9

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples or on its packaging:

- a) Solicitation Number;
- b) Name of Bidder; and
- c) Solicitation Closing Date and Time.

The samples submitted by the Contractor will be evaluated IAW the requirements stated in Annex B – Bid Technical Evaluation Requirements

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

2.5 Applicable Laws

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

The bidder 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 INSTRUCTION

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections, for items 1 - 15 of Annex C, as follows:

Section I: Technical Bid 1 soft copy in PDF-format

Section II: Financial Bid 1 soft copy in PDF-format

Section III: Certifications 1 soft copy in PDF-format

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

Bidders must bid on all items listed in Annex B – Pricing Schedule.

Bidders may use Annex B – Pricing Schedule to indicate their prices. If Bidders choose to use Annex B – Pricing Schedule to indicate their prices, Bidders must include it in their financial bid.

Bidders must bid on all items listed in Annex B – Pricing Schedule.

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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid the bidder should explain and demonstrate how they propose to meet the requirements.

Section II: Financial Bid

The bidder must submit their financial bid as follows:

Firm unit prices in Canadian dollars, Delivered Duty Paid (DDP) at 25 CFSD Montreal Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instructions, complete Electronic Payment Instructions (Attachment 1 to Part 3), to identify which ones are accepted.

If Electronic Payment Instructions is not completed, it will be 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.

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 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 25 CFSD Montreal Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

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 will be recommended for award of a contract.

Part 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

The bidder must provide the required certifications and additional information to be awarded a contract.

The certifications provided by the bidder to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare the bidder 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 Contractors 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

The bidder 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 declaration form available on the [Forms for the Integrity Regime](#) website ([Integrity declaration form - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](#)), 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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 Contractor certifies that the Contractor, and any of the Contractor 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).

Canada will have the right to declare a bid non-responsive if the Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a bidder, or any member of the bidder if the bidder 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 [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Contractor 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 – RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must supply the batteries in accordance with the Statement of Work in Annex "A".

6.3 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 \(Standard Acquisition Clauses and Conditions \(SACC\) Manual - Buyandsell.gc.ca\)](#) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A 2022-12-01 General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Period of Contract

The contract deliverables are required 12 months after Contract award.

6.4.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 12 month period(s) 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 Annex C - 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.

The period of the Contract is from date of Contract to _____ inclusive.

All deliverables must be received on or before 31 March 2024.

6.4.2 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

1. Incoterms 2010 "DDP Delivered Duty Paid" 25 CFSD Montreal.
2. The bidder must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The bidder or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

25 CF Supply Depot Montreal
Montreal, Québec.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

6.4.3 Deliverables

The Contractor must provide upon contract award the following quantities of batteries: 500 NSN: 6135-01-440-7774 and 300 NSN: 6135-01-455-7946 and 500 NSN: 6135-01-493-8092 along with the electronically (portable memory device) list of parts, drawing, and Bilingual (English and French) instruction manuals for each of the batteries and its components to the Technical Authority as referenced in SOW Annex A Appendix1.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Gerard Brulé
Title: Team Lead, Materiel Acquisition and Support
Directorate of Land Procurement (DLP) 3-2

Department of National Defence
101 Colonel By Drive
Ottawa, ON
K1A 0K2

Telephone: 353-550-0427
E-mail: Gerard.Brule@forces.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.

6.5.1.1 Procurement Authority

The Procurement Authority for the Contract is:

Name: Derrick Morrow
Title: Senior Procurement Specialist
Organization: Directorate of Land Procurement (DLP)
Address: 45 Blvd Sacre Coeur Gatineau QC
Telephone: 613 203 2105
E-mail address: derrick.morrow@forces.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement 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 Procurement Authority however the Procurement 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.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: TBD at contract award
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

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

6.5.3 Contractor's Representative

[The Contractors Representative will be identified upon Contract award.]

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ___ ___ _____
Facsimile: ___ ___ _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B for a cost of \$ _____. Customs duties are included, 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.

6.6.2 Multiple Payments

H1001C- (2008-05-12) Multiple Payments

6.6.3 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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

For Deliveries to Montreal Depot:
Department of National Defence
CFSD Montreal
P.O. Box 4000 Stn. K
Montreal, Quebec
H1N 3R9
Attention: Accounts payable W1941

OR

For deliveries to Edmonton Depot:

Department of National Defence
7 CFSD Supply Depot
Stn. Forces P.O. Box 10500
Edmonton, Alberta
T5J 4J5
Attention: Accounts payable W2481

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7.1 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;

6.8 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 _____ *Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

6.10 Priority of Documents

If there is a discrepancy between the wordings 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 2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.
- (c) Annex A, Statement of Work
- (d) Appendix 1 to Annex A - Technical Specification;
- (e) Annex C – Pricing Schedule
- (f) the bidders bid dated _____ to be *inserted at the time of contract award*: “, as clarified on _____ ” **or** “, as amended on _____ ” *and insert date(s) of clarification(s) or amendment(s)*)

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

6.12 Packaging Requirement

Packaging for deliverables must be in accordance with the terms of the Contract and Annex A – Statement of work.

The Contractor must prepare item number 1 – 14 in Annex A 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 – 15 in Annex C in quantities up to a maximum of 100 by package.

SACC Manual clause D2000C (2007-11-30), Markings

SACC Manual clause D2001C (2007-11-30), Labelling

SACC Manual clause D2025C (2017-08-17), Wood Packing Materials

6.13 Quality Assurance

D5545C (2019-05-30) ISO 9001:2008 – Quality Management Systems Requirement
(Quality Assurance Code C)

D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) Foreign
Based and United States Contractors

D5606C (2017-11-28) Release documents (Department of National Defence): Canadian-based
contractor

D5620C Release Documents - Distribution (2012-07-16)

G1005C (2016-01-28) Insurance

6.14 Taxes- Foreign Based Contractor

D5620C Taxes- Foreign Based Contractor - (2007-11-30)

ANNEX "A"
Statement of Work

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APPENDIX

Appendix 1: TECHNICAL SPECIFICATIONS

1. **SCOPE**

1.1 **Purpose**

1.1.1 The purpose of this Statement of Work (SOW) is to describe the Government of Canada's requirements and work effort necessary from the Contractor for the supply of batteries used to power the Coral C and Coral CR-C hand-held thermal-imagers, (HHTI). The batteries required by Canada must be alike in technical specifications and performance as per para 3 and specific to technical specifications in Appendix 1. This SOW describes in detail Canada's Department of National Defence's, (DND), requirements for the following battery types:

- a. NSN: 6135-01-440-7774, BA-5800A/U, Battery, Non rechargeable, Coral CR;
- b. NSN: 6135-01-455-7946, BA-5347/U, Battery, Non rechargeable, Coral C; and
- c. NSN: 6140-01-493-8092, BT-70747, Battery, Rechargeable, Coral C.

1.2 **Background**

1.2.1 The Canadian Armed Forces (CAF) utilizes the Coral C and the Coral CR HHTIs during poor visibility due to night, weather and/or obscure battlefield conditions. The HHTIs accept a single-use or rechargeable battery to power its operations. These batteries were previously provided under contract by the Original Equipment Manufacturer of the HHTIs. The contract has since expired and the DND is now sourcing a Supplier/Contractor to replenish stocks as required.

1.3 **Intended Use**

1.3.1 The batteries will be used to power HHTIs during training and operations domestically and abroad.

1.4 **List of Acronyms and Abbreviations**

Abbreviation	Description
CAF	Canadian Armed Forces
DND	Department of National Defence
PA	Procurement Authority
SOW	Statement of Work
TA	Technical Authority
NSN	Nato Stock Number
QETE	Quality Engineering Test Establishment

2. **APPLICABLE DOCUMENTS**

2.1 **References**

2.1.1 The references in para 2.1 of the exact issue shown, form part of this Statement of Work (SOW) to the extent specified herein and must be considered supplemental if not specifically identified in the text. Where no exact issue or revision is indicated, the latest issue in effect and the date of this document must be used.

REFERENCE	ISSUED	REFERENCE TITLE
MIL-PRF-32052	1999-12-07	PERFORMANCE SPECIFICATION: BATTERIES, RECHARGEABLE, SEALED, GENERAL SPECIFICATION
MIL-PRF-49471B	2000-11-30	PERFORMANCE SPECIFICATION: BATTERIES, NON-RECHARGEABLE, HIGH PERFORMANCE.

D-LM-008-036/SF-000	2020-09-30	DEPARTMENT OF NATIONAL DEFENCE MINIMUM REQUIREMENTS FOR MANUFACTURER'S STANDARD PACK.
D3015C	2014-09-25	DANGEROUS GOODS/HAZARDOUS PRODUCTS – LABELLING AND PACKAGING.

2.2 Order of Precedence

2.2.1 The Contractor must bring to the attention to the Procurement Authority, (PA), any perceived inconsistencies between this SOW and the documents attached in this Solicitation or referenced in this SOW. In the event of conflict between the content of this SOW and any referenced document, the content of this SOW must take precedence. In the event of conflict between the documents referenced herein and the contents of this SOW, the SOW will take precedence.

3. REQUIREMENTS

3.1 Technical Requirements

- 3.1.1 The Contractor must provide Qty two (2) samples of each rechargeable battery referenced in para 1.1.1 in accordance with the technical specifications highlighted in Appendix 1 for evaluation purposes.
- 3.1.2 Lithium must be the primary chemical substance for all applicable batteries in this SOW.
- 3.1.3 Non-rechargeable batteries must be internally fused.
- 3.1.4 Non-rechargeable batteries must employ a normally closed thermal fuse.
- 3.1.5 Non-rechargeable batteries must employ a total discharge circuit.
- 3.1.6 Non-rechargeable batteries must employ diode protection to prevent charging.
- 3.1.7 Rechargeable batteries must employ Smart Battery technology.
- 3.1.8 Rechargeable batteries must employ a State of Charge Indicator.
- 3.1.9 Rechargeable batteries must take no more than four and a half (4.5) hours to charge on their respective chargers. Compliance of this mandatory requirement will be determined through the DND's Quality Engineering Test Establishment, (QETE).
- 3.1.10 All batteries applicable to this SOW must provide three (3) or more hours of continuous operation under normal operating conditions at 21 °C. Compliance of this mandatory requirement will be determined through the DND's Quality Engineering Test Establishment, (QETE).
- 3.1.11 All batteries applicable to this SOW must conform to all specifications found in Appendix 1 for the subject battery in the bidder's proposal.
- 3.1.12 All lithium-ion batteries must be reviewed, tested and approved in accordance with the following standards:
- a. ISO 9001:2015, (SACC [D5545C](#), 2019-05-30).

3.2 Constraints

- 3.2.1 All Batteries contain hazardous materials that may discharge harmful gases, cause burns, cause fires, electric shock, or may explode – all of which may cause damage to surrounding areas and may cause harm or death to the user or to those in the vicinity of the rechargeable battery or batteries. The Contractor must provide a Material Safety Data Sheet, MSDS, and any other relevant safety information with all shipments to the DND warning of all possible dangers when handling Rechargeable and Non-Rechargeable Batteries.

3.3 Data Format

- 3.3.1 All data deliverables must be compatible with all Microsoft Office and PDF formats.

4. DELIVERABLES

- 4.1 The Contractor must provide electronically, (portable memory device), the list of specifications, drawing, in both English and French language for each battery to the Technical Authority within fifteen (15) working days after contract award.
- 4.2 The Contractor must provide Batteries as described in the Contract and in accordance with the technical specifications in Appendix 1.
- 4.3 The Contractor must be compliant with SACC D3015C, Dangerous Goods/Hazardous Products – Labelling and Packaging when shipping Batteries to Canada.

TECHNICAL SPECIFICATIONS for NON-RECHARGEABLE BATTERY, NSN: 6135-01-440-7774.

ISO-9001:2008; AS-9100

FEATURES	Application	Electrical	Physical	References	Standards
Li-SO2 Battery System	AN/PAS-503 Coral CR-C HHTI	Typical OCV (V) 6.0	Typical Weight (g/oz) 220 / 7.76	Reference specifications MIL PRF 49471B (CR)	MIL-STD-810E
Internally Fused	MDVR-3000	Nominal voltage (at 500mA) (V) 5.3	Weight of Li metal content (g/oz) 4.8 / 0.17	BA-5800A/U	MIL-STD-461C
Normally closed thermal fuse		Cut-off (V) 4.0V	Max. OD (mm/ in) 35.51/ 1.398		UN-38.3 certification
Total Discharge circuit		Capacity (Ah) 7.5Ah at 250mA discharge	Max. Height (mm/ in) 128.5 / 5.059		UL approved cells
Diode Protection to prevent charging		Operating temperature - 20° C to +55° C	Color NATO Green, dark matte		
Cylindrical rugged tough case construction		Storage Temperature max -40°C/ +55°C	Outline Disposal Procedures		

TECHNICAL SPECIFICATIONS for NON-RECHARGEABLE BATTERY, NSN: 6135-01-455-7946.

ISO-9001:2008; AS-9100

FEATURES	Application	Electrical	Physical	References	Standards
Chemistry: Li/MnO2 or LiSO2	HHTI (AN/PAS-22A)	Voltage 6.0 VDC	Length 2.55 +/- 0.031 in (64.77 +/- 0.79 mm)	BA-5347/U	MIL-STD-810E
Connector 2 Hole Socket and Flat Contacts		Maximum Voltage 6.6 VDC	Width 1.50 +/- 0.031 in (38.10 +/- 0.79 mm)		MIL-STD-461C
Internally Fused		Capacity 10 Ah	Height 3.75 +/- 0.031 in (95.25 +/- 0.79 mm)		UN-38.3 certification
Normally closed thermal fuse		Discharge 2A max continuous	Weight 0.86 lb (0.39 kg)		UL approved cells
Total Discharge circuit		Pulse Discharge 3A max	Connector One two hole (TYPE IV) female socket and three Nickel plated steel flat contacts per MIL- B-18E		
Diode Protection to prevent charging		Storage Temperature - 40°C to +40°C (-40°F to +104°F)			
Cuboid tough rugged case construction		Operating Temperature -20°C to +55°C (-4°F to +131°F)			

TECHNICAL SPECIFICATIONS for RECHARGEABLE BATTERY, NSN: 6140-01-493-8092.

ISO-9001:2008; AS-9100

FEATURES	Application	Electrical	Physical	References	Standards
SMBus	HHTI (AN/PAS-22A)	Voltage 7.2 VDC	Length 2.55 +/- 0.031 in (64.77 +/- 0.79 mm)	Military#: BB-2847A/U, BT-70747BK	MIL-STD-810E
State of Charge Indicator		Maximum Voltage 8.4 VDC	Width 1.50 +/- 0.031 in (38.10 +/- 0.79 mm)	Must be compatible with BTC-70541-1 / BTC-70747 Battery Chargers	MIL-STD-461C
Connector 2 Hole Socket and Flat Contacts		Capacity 9.3 Ah	Height 3.75 +/- 0.031 in (95.25 +/- 0.79 mm)		UN-38.3 certification
		Storage Temperature - 40°C to +40°C (-40°F to +104°F)	Weight 0.84 lb (0.38 kg)		UL approved cells
		Operating Temperature -20°C to +60°C (-4°F to +140°F)			

ANNEX "B"

Bid Evaluation Criteria

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APPENDICES

Appendix 1: Bid Evaluation Matrix

1.0 GENERAL

1.1 Introduction

1.1.1 This document outlines a plan for a bid evaluation. It identifies the technical criteria to be evaluated. Evaluation will be based on mandatory criteria only.

1.1.2 The objectives of the technical evaluation process are to:

1.1.2.1 Identify those bids that are compliant with all the mandatory technical requirements found in the Statement of Work (SOW), Annex A, for the resulting acquisition contract;

1.1.2.2 Rate the bids based on their responses to the technical requirements;

1.1.2.3 Determine the lowest compliant bid.

1.2 General Form of Proposals

1.2.1 Proposals shall address, in clearly organized, printed (i.e., not handwritten) narrative form, all subjects identified in this bid evaluation plan. Responses consisting of simple statements of compliance without clear and full supporting detail could prevent proper assessment and result in proposal being rejected from further consideration.

1.2.2 Compliance with all checklists and certifications requested in the Request for Proposal (RFP) document is required to determine the responsiveness of bids.

2.0 BID EVALUATION

2.1 General

2.1.1 This bid evaluation will be conducted by method of inspection of the submitted Technical Documentation (TD), and Compliance Statements (CS). This review shall encompass all mandatories identified in the Bid Evaluation Matrix.

2.1.2 A failure of any inspection conducted in this bid evaluation that is deemed a mandatory requirement shall designate non-compliance.

2.2 Responding to Evaluation Criteria

2.2.1 For each listed requirement of this bid evaluation, the bidder shall provide a response to clearly demonstrate how the requirement is met. This can be achieved either by including the specific reference to indicate where in their proposal the information is found, or by including the complete response directly in the "Offeror's Response/References" column. When reference material is provided, the location of the answer must be clearly identified with the following information: the document name, the page number and the paragraph number or line number if the answer is less than the length of the paragraph.

2.3 Compliance Method

2.3.1 The following methods will be used to define the minimum information required from the bidders against each requirement:

2.3.1.1 Compliance Statement (CS) - Where "Compliance Statement" is identified in the "Evaluation Criteria" column, the Bidder must provide a compliance statement that describes in detail how the battery offered fully complies with the mandatory requirements.

2.3.1.2 Technical Document (TD) - Where "Technical Document" is identified in the "Evaluation Criteria" column, the bidder must provide detailed technical documentation/data to confirm that the battery offered fully complies with the mandatory requirements.

2.4 Bid Selection Methodology

2.4.1 A failure of any inspection conducted in this bid evaluation that is deemed a mandatory requirement shall designate non-compliance.

2.4.2 If more than one bid is compliant with all of the mandatory requirements, the selection methodology will be the lowest priced responsive proposal.

Appendix 1: Bid Evaluation Matrix

CORAL HHTI BATTERIES.

Offeror:

Date:

Reference	Requirement Statement	Instructions to Bidder	Evaluation Criteria	Max Score (if rated requirement)	Compliant / Non-Compliant	Response/Reference	Notes
MANDATORY REQUIREMENTS							
SOW 3.1 – BATTERY SPECIFICATION / EVALUATION REQUIREMENTS							
SOW 3.1.2	Lithium must be the primary chemical substance for all applicable batteries in this SOW	The Bidder must provide Technical Documentation that details Lithium is the primary substance in all batteries submitted for the proposal. The TD can be specification sheets, and/or a compliance statement.	In order to be compliant, bidder must provide a: 1) Specification sheet (SS); and/or 2) Compliance Statement (CS) confirming compliancy	Mandatory			
SOW 3.1.3	The non-rechargeable batteries must be internally fused;	The Bidder must provide Technical Documentation (TD) that details non-rechargeable batteries submitted for the proposal are internally fused. The TD can be specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) SS, if applicable; and/or 2) CS confirming compliancy	Mandatory			
SOW 3.1.4	The non-rechargeable batteries must employ a normally closed thermal fuse;	The Bidder must provide Technical Documentation (TD) that details non-rechargeable batteries submitted for the proposal employ a normally closed thermal fuse. The TD can include specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			
SOW 3.1.5	The non-rechargeable batteries must employ a total discharge circuit;	The Bidder must provide Technical Documentation that details non-rechargeable batteries submitted for the proposal employ a total discharge circuit. This can include specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			

SOW 3.1.6	The non-rechargeable batteries must employ diode protection to prevent charging;	The Bidder must provide Technical Documentation (TD) that confirms the non-rechargeable batteries submitted for the proposal employ diode protection to prevent charging. This TD can include specification sheets, or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			
SOW 3.1.7	The rechargeable batteries must employ Smart Battery technology;	The Bidder must provide Technical Documentation (TD) that confirms the rechargeable batteries submitted for the proposal employ Smart Battery technology. This TD can include specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			
SOW 3.1.8	The rechargeable batteries must employ a State of Charge Indicator;	The Bidder must provide Technical Documentation (TD) that confirms the rechargeable batteries submitted for the proposal employ a State of Charge Indicator. This TD can include specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			
SOW 3.1.9	All rechargeable batteries must take no more than 4.5 hours to charge on their respective chargers. Compliance of this mandatory requirement will be determined through the DND's Quality Engineering Test Establishment, (QETE);	The Bidder must provide qty two (2) samples of each rechargeable battery being submitted for proposal, to DND, for purposes of using Coral HHTI Device's battery chargers to charge them.	In order to be compliant, the rechargeable batteries must be 100% charged without exceeding the 4.5 hour time limit. DND's QETE will provide detailed test reports to the bidders upon completion of the charging test sessions.	Mandatory			
SOW 3.1.10	All batteries must provide three (3) or more hours of continuous operation under normal operating conditions at 21 °C. Compliance of this mandatory requirement will be determined through the Department of National Defence's (DND) Quality Engineering Test Establishment, (QETE);	The Bidder must provide qty two (2) samples of each battery being submitted for proposal, to DND, for purposes of confirming all batteries provide three (3) or more hours of continuous operation to the Coral HHTI Device at a steady temperature of 21 °C. DND's QETE will provide detailed test reports to the bidders upon completion of the charging test sessions.	In order to be compliant, all batteries must provide three (3) or more hours of continuous operation to the End Item at a steady temperature of 21 °C. DND's QETE will provide detailed test reports to the bidders upon completion of the charging test sessions.	Mandatory			

SOW 3.1.11	All batteries must conform to all specifications found in Appendix 1 of the SOW.	The Bidder must provide Technical Documentation (TD) that confirms that all batteries conform to all specifications found in Appendix 1 of the SOW. This TD can include specification sheets, and/or a compliance statement.	In order to be compliant, the following is necessary: 1) TD, if applicable; and/or 2) CS confirming compliancy.	Mandatory			
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Evaluator:

Print Name		Organization	Signature

ANNEX "C"

Pricing Schedule

Attachment 1 to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, Clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment on invoices

The Bidder accepts 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)

Attachment 2 to Part 3

Bidders are instructed to complete this form to indicate their proposed pricing. Bidders must include pricing information for all items as indicated in the following tables. Bidders are required to indicate the Applicable Tax. If a firm unit price is left blank, the price will be recorded as \$0.00.

This Attachment will become Annex C – Pricing Schedule in any resultant contract.

Table 1 - Firm Deliverables

Item	Description	Quantity	Firm Unit Price	Extended Price
001	NSN:01-440-7774 Non-Rechargeable Battery for Coral CR-C	500		
002	NSN:01-455-7946 Non-Rechargeable Battery for Coral C.	300		
003	NSN:01-493-8092 Rechargeable Battery for Coral C	500		
			Applicable Tax	
			Total Price	

Option period(s)

Table 2 - Option Year 1

Item	Description	Quantity (estimated)	Firm Unit Price	Extended Price
001	NSN:01-440-7774 Non-Rechargeable Battery for Coral CR-C	500		
002	NSN:01-455-7946 Non-Rechargeable Battery for Coral C.	300		
003	NSN:01-493-8092 Rechargeable Battery for Coral C	500		
			Applicable Tax	
			Total Price	

Table 3 - Option Year 2

Item	Description	Quantity (estimated)	Firm Unit Price	Extended Price
001	NSN:01-440-7774 Non-Rechargeable Battery for Coral CR-C	500		
002	NSN:01-455-7946 Non-Rechargeable Battery for Coral C.	300		
003	NSN:01-493-8092 Rechargeable Battery for Coral C	500		
			Applicable Tax	
			Total Price	

Table 4 - Option Year 3

Item	Description	Quantity (estimated)	Firm Unit Price	Extended Price
001	NSN:01-440-7774 Non-Rechargeable Battery for Coral CR-C	500		
002	NSN:01-455-7946 Non-Rechargeable Battery for Coral C.	300		
003	NSN:01-493-8092 Rechargeable Battery for Coral C	500		
			Applicable Tax	
			Total Price	

Table 5 - Option Year 4

Item	Description	Quantity (estimated)	Firm Unit Price	Extended Price
001	NSN:01-440-7774 Non-Rechargeable Battery for Coral CR-C	500		
002	NSN:01-455-7946 Non-Rechargeable Battery for Coral C.	300		
003	NSN:01-493-8092 Rechargeable Battery for Coral C	500		
			Applicable Tax	
			Total Price	

The Total Evaluated Price for bid evaluation purposes will be the sum of the Extended Price from each of the Tables 1-5.

ANNEX "D"

to PART 5 OF THE BID SOLICITATION

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)