



**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**

Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Naval Distillate Fuel	
<b>Solicitation No. - N° de l'invitation</b> E60HL-190015/A	<b>Date</b> 2019-06-04
<b>Client Reference No. - N° de référence du client</b> E60HL-190015	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-661-77226	
<b>File No. - N° de dossier</b> hl661.E60HL-190015	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-15</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lynch, Chris	<b>Buyer Id - Id de l'acheteur</b> hl661
<b>Telephone No. - N° de téléphone</b> (819) 360-1913 ( )	<b>FAX No. - N° de FAX</b> (613) 943-7620
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	AS INDICATED ON CLIENT DEPARTMENT REQUISITIONS	I - 1	AS INDICATED ON CLIENT DEPARTMENT REQUISITIONS



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessels Des Groseilliers, Captain Molly Kool, and Terry Fox at Iqaluit, Nunavut.	D - 1	I - 1	1450000	Each	\$	XXXXXXXXXXXX	See Herein	
2	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Sir Wilfrid Laurier at Kugluktuk, Nunavut.	D - 1	I - 1	500000	Each	\$	XXXXXXXXXXXX	See Herein	
3	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Captain Molly Kool at Iqaluit, Nunavut.	D - 1	I - 1	400000	Each	\$	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Captain Molly Kool at Iqaluit, Nunavut.	D - 1	I - 1	600000	Each	\$	XXXXXXXXXXXX	See Herein	
5	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Captain Molly Kool at Iqaluit, Nunavut.	D - 1	I - 1	400000	Each	\$	XXXXXXXXXXXX	See Herein	
6	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Terry Fox at Cambridge Bay, Nunavut.	D - 1	I - 1	1400000	Each	\$	XXXXXXXXXXXX	See Herein	
7	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Des Groseilliers at Resolute Bay, Nunavut.	D - 1	I - 1	1000000	Each	\$	XXXXXXXXXXXX	See Herein	
8	Naval Distillate Fuel Naval Distillate fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Captain Louis S. St. Laurent at Nanisivik, Nunavut.	D - 1	I - 1	800000	Each	\$	XXXXXXXXXXXX	See Herein	

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 REQUIREMENT - BID .....	2
1.3 COMPREHENSIVE LAND CLAIMS AGREEMENT(S) .....	2
1.4 DEBRIEFINGS .....	2
1.5 TRADE AGREEMENTS .....	2
1.6 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS .....	4
2.3 ENQUIRIES - BID SOLICITATION .....	5
2.4 APPLICABLE LAWS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION .....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
6.1 SECURITY REQUIREMENTS .....	14
6.2 REQUIREMENT .....	14
6.3 STANDARD CLAUSES AND CONDITIONS .....	15
6.4 TERM OF CONTRACT .....	15
6.5 AUTHORITIES .....	17
6.6 ARCTIC WATERS POLLUTION PREVENTION .....	18
6.7 PAYMENT .....	18
6.8 INVOICING INSTRUCTIONS .....	20
6.9 INSURANCE .....	20
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	20
6.11 APPLICABLE LAWS .....	21
6.12 PRIORITY OF DOCUMENTS .....	21
6.13 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION .....	21
<b>ANNEX "A" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>22</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	22
<b>ANNEX "B" TO PART 5 OF THE BID SOLICITATION .....</b>	<b>23</b>
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION .....	23

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this procurement.

### **1.2 Requirement - Bid**

The requirement is detailed under the "Line Item Detail".

### **1.3 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement (NLCA) for deliveries to\* Nanisivik, Iqaluit, Cambridge Bay, Resolute Bay, and Kugluktuk, Nunavut.

\*where "deliveries to" means goods delivered to, and services performed in.

### **1.4 Debriefings**

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.

### **1.5 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive and Economic Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and Canada's bilateral agreements with Chile, Colombia, Honduras, Korea, Panama, Peru, and Ukraine.

### **1.6 epost Connect service**

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.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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](mailto: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

### 2.1.1 Canadian General Standards Board - Standards

A copy of the CGSB standard referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

## 2.2 Submission of Bids



Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl661.E60HL-190015

Buyer ID - Id de l'acheteur  
hl661  
CCC No./N° CCC - FMS No./N° VME

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) 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](mailto: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.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 14 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.

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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 (one (1) hard copy)  
Section II: Financial Bid (one (1) hard copy)  
Section III: Certifications (one (1) hard copy)

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.

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) (<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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The Bidder is responsible for filling in the blanks in the Articles below as applicable:

**a. Delivery Lead Time**

A lead time of \_\_\_\_\_ working days will be required.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**a. Unit Price**

The firm unit prices quoted must be in Canadian dollars per litre for fuel and must not exceed four decimal places.

All applicable delivery charges must be included in the firm unit prices per litre.

**b. Exchange Rate Fluctuation**

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

**c. Unit Price Adjustments**

Firm unit prices shown at line item detail will be subject to upward or downward adjustments, as detailed in the Basis of Payment.

**d. Reference Marker Price**

In their bid, the Bidder must quote their unit price per litre using the following Reference Marker price for May 31, 2019, expressed in Canadian dollars per litre:

**“A” date values, Weekday Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd (<https://charting.kentgrouppltd.com/>):**

<b>Line Items 1-8 DESIGNATED CENTRE: Montreal, Quebec</b>	
<b>PRODUCT</b>	<b>VALUE</b>
(ULS) Diesel	\$0.8336

**3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

**3.1.2 SACC Manual Clauses**

SACC Manual Clause A9033T (2012-07-16), Financial Capability

**3.1.3 Progress Payments**

Progress payments will not be considered unless specifically offered by PWGSC in this document.

Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
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hl661.E60HL-190015

Buyer ID - Id de l'acheteur  
hl661  
CCC No./N° CCC - FMS No./N° VME

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### **Section III:      Certifications**

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

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## **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**

The Bidder must provide all of the technical information requested in the bid solicitation to enable full and complete evaluation.

##### **4.1.1.1 Mandatory Technical Criteria**

The goods offered must conform to all aspects of the specifications and standards detailed or referred to herein.

The Mandatory technical criterion for the evaluation of each bid is:

- (a) Bidders must offer the requested product at each requirement for which they provide a price at Line Item Details.

Bids not meeting this mandatory technical criterion will be declared non-responsive.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** The price of the bid will be evaluated in Canadian dollars, Canadian customs duties included, Incoterms 2000 Delivered Duty Paid (DDP) to the destination specified at the Line Item Detail. Applicable taxes excluded.

**4.1.2.2** The Mandatory Financial criterion for the evaluation of each offer is:

- (a) The Bidder must bid a firm unit price(s), subject to adjustment, in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included; and
- (b) Compliance with the Basis of Payment

Bids not meeting these mandatory financial criteria will be declared non-responsive.

##### **4.1.2.3 Evaluated Price**

The evaluated price will be determined by the unit price for each Line Item. Delivery charges must be included.

### **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 on an item by item basis will be recommended for award of a contract.

Delivery lead time will not be an evaluated factor.

Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
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hl661  
CCC No./N° CCC - FMS No./N° VME

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More than one contract may be awarded as a result of this solicitation. Each Line Item will be issued to one supplier only.

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## 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 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 provided 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.

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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001:

\_\_\_\_\_  
Bidders' Authorized Representative Signature      Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 5.2.4 Certificate of Conformance



Solicitation No. - N° de l'invitation

E60HL-190015/A

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

E60HL-190015

Amd. No. - N° de la modif.

File No. - N° du dossier

hl661.E60HL-190015

Buyer ID - Id de l'acheteur

hl661

CCC No./N° CCC - FMS No./N° VME

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The Bidder certifies herein that the products offered conform and will continue to conform to the specifications in the Line Item Detail during the period of the Contract.

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Signature

---

Date

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items as detailed under the "Line Item Detail".

#### 6.2.1 Quantity Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity for each item identified at line item detail is acceptable to satisfy this requirement.

#### 6.2.2 Optional Quantity

The Contractor grants to Canada the irrevocable options to acquire the optional quantities described below under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantities in whole or in part at time of ordering the firm quantity or in time for the delivery by sending a written notice to the Contractor:

- i) Up to 600,000 litres CCG vessel Captain Molly Kool (Line Item 1)
- ii) Up to 200,000 litres to CCG vessel Sir Wilfrid Laurier (Line Item 2)
- iii) Up to 200,000 litres to CCG vessel Captain Molly Kool (Line Item 4)
- iv) Up to 200,000 litres to CCG vessel Captain Molly Kool (Line Item 5)

Canada is not obligated to order any of the optional quantities.

#### 6.2.3 Product Specifications

6.2.3.1 The Naval Distillate Fuel delivered by the Contractor must conform to the Canadian General Standards Board (CGSB) Standard CGSB-3.11-2017 (latest issue), Type 15, except Pour point max. -15°C, Cloud point max. -9°C, and Kinematic Viscosity at -40°C, min. 2.5 mm<sup>2</sup>/s and max. 4.2 mm<sup>2</sup>/s.

##### 6.2.3.2 Sulphur in Diesel Fuel Regulations

The maximum limit on sulphur in naval distillate fuel (for non-large vessels) is specified as 15 mg/kg, in accordance with the sulphur in Diesel Regulations.

##### 6.2.3.3 Lubricity Requirement

Fuel must have a wear scar diameter of less than or equal to 460 µm at 60°C.

If any additives are included in the supplied fuel, the Contracting Authority must be advised.

Contractor must make available full documentation of all CGSB specified parameters well in advance of fuel delivery.

#### **6.2.4 Volume Corrected to 15°C**

When Naval Distillate fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

### **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](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.

#### **6.3.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2016-04-04) will not apply to payments made by credit cards at point of sale. (If no credit card is accepted, this paragraph will be deleted)

#### **6.3.2 SACC Manual Clauses**

D3015C (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance  
B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The Work is to be performed during the period of June 1st, 2019 to May 31, 2020.

#### **6.4.2 Delivery Date**

All the deliverables must be received as follows:

**Line Item 1-** Estimated delivery period is July 22 to July 24, 2019 for Captain Molly Kool, Des Groseilliers, and Terry Fox at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 2-** Estimated delivery period is on or around September 23, 2019 for Sir Wilfrid Laurier at Kugluktuk, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 3-** Estimated delivery period is on or around July 8, 2019 for Captain Molly Kool at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 4-** Estimated delivery period is on or around August 19, 2019 for Captain Molly Kool at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 5-** Estimated delivery period is on or around September 23, 2019 for Captain Molly Kool at Iqaluit, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 6-** Estimated delivery period is on or around September 4, 2019 for Terry Fox at Cambridge Bay, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 7-** Estimated delivery period is on or around August 20, 2019 for Des Groseilliers at Resolute Bay, Nunavut or another mutually agreeable location in the area.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

**Line Item 8-** Estimated delivery period is August 26 to August 28, 2019 for Louis S. St. Laurent at Nanisivik, Nunavut.

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

#### **6.4.3 Delivery Verification**

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

#### **6.4.4 Inspection**

Inspection of petroleum products supplied to the Canadian Coast Guard must be conducted by the consignee at destination.

#### **6.4.5 Acceptance**

The goods provided must be subject to acceptance by the Canadian Coast Guard consignee at destination.

#### **6.4.6 Comprehensive Land Claims Agreement(s)**

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement (NLCA) for deliveries to\* Nanisivik, Iqaluit, Cambridge Bay, Resolute Bay, and Kugluktuk, Nunavut.

\*where "deliveries to" means goods delivered to, and services performed in.

Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl661.E60HL-190015

Buyer ID - Id de l'acheteur  
hl661  
CCC No./N° CCC - FMS No./N° VME

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chris Lynch  
Title: Senior Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Logistics, Electrical, Fuel, and Transportation Directorate  
Address: L'Esplanade Laurier, East Tower 4th Floor – 4007, 140 O'Connor Street, Ottawa, ON, K1A 0R5

Telephone: 819-360-1913  
Facsimile: 613-943-7620  
E-mail address: christopher.lynch@pwgsc.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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: (will be completed at Contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

## 6.6 Arctic Waters Pollution Prevention

1. The Contractor must ensure that all vessels used for the performance of Work under this Contract comply with the all applicable Canadian laws and International Conventions. The Contractor must further ensure that all tank vessels and crew entering Arctic waters, where a zero-discharge regime is in effect, observe the Arctic

Waters Pollution Prevention Act, Regulations, standards and guidelines, including the Arctic Oil Transfer Guidelines TP10783 and the Guidelines for the Operation of Tankers and Barges TP11663. For greater certainty, the Contractor acknowledges to have read Guidelines TP10783 and TP11663 and that such Guidelines form part of this Contract.

2. In addition to the obligations and requirements stipulated in the Arctic Water Pollution Prevention Act, Regulations, standards and guidelines, the Contractor must provide written notice of the details of proposed voyages into Arctic waters, well in advance of intended operations, to:

Canadian Coast Guard - Fleet, Regional Operations Centre  
Central & Arctic Region  
105, McGill Street  
Montréal, Québec  
H2Y 2E7

Attn: Superintendent, Operations Centre  
Facsimile: 514-283-1753  
Email: XCA-MontrealOpsSupt@DFO-MPO.GC.CA

3. If the Contractor fails to comply with any of the requirements or obligations set out in this Article, then the Contractor must be considered to be in default in carrying out its obligations under this Article. Any delay in the Contractor's performance of work under this Contract which is related to or arising from the requirements set out in this Article or under such Act, Regulations, standards or Guidelines will not be interpreted or construed as a force majeure event or as a circumstance allowing excusable delay.

## 6.7 Payment

### 6.7.1 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, as shown at Line Item Detail, subject to adjustment, as specified below. 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.

### BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Unit prices as shown at Line Item Detail will be subject to weekly upward or downward adjustment using the Reference Marker price gathered by Kent Group Ltd (<https://charting.kentgroupltd.com>) for wholesale by marketer rack price. The reference marker price will be the Monday to Friday average of all wholesale rack prices for the product at the designated centre. The Reference Marker price used is (ULS) Diesel.

**Designated Centre - This is the city from which the Reference Marker Prices will be selected.**

a) For Naval Distillate Fuel (Line Items 1-8), the Designated Centre is: **Montreal**.

#### 6.7.1.1 Unit Prices/Taxes

The firm unit prices offered in the Line Item Detail, exclude all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, taxes or levies, as a result of the sale of the product to Canada, except as otherwise provided in the Contract, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

#### 6.7.1.2 Method of Calculating Unit Price PER LITRE Adjustments FOR ALL REQUIREMENTS

##### CALCULATION

An adjustment to the firm unit prices per litre in the Line Item Detail will be calculated as indicated hereunder.

The adjustment to the unit price will be equal to the applicable Kent Group Ltd Reference Marker price for the week ending on the **Friday just prior to the vessel loading date at origin** ("B" week value) minus the applicable Reference Marker price for the week ending **May 31, 2019** ("A" week value), plus the bid price.

The contractor shall provide a copy of the ship manifest, or another document acceptable to PWGSC, as proof of the vessel loading date.

##### REVISION OF REFERENCE MARKER

In the event that:

A) the applicable Reference Marker is discontinued; or

B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;

the parties shall mutually agree upon an appropriate and comparable substitute and the Contract be modified to reflect such substitute on a mutually agreed upon date.

#### 6.7.2 SACC Manual Clauses

H1001C (2008-05-12), Multiple Payments

#### 6.7.3 Electronic Payment of Invoices – Contract

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

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

#### 6.7.4 Payment in Advance of Due Date

Payment may be made in advance of the due date where the Contractor's invoice offers a discount for early payment and the discount at least offsets the cost to of paying early

## **6.8 Invoicing Instructions**

### **Invoices and Substantiating Documentation**

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

In addition, all invoices must contain the following information:

- a) Contract Serial Number;
- b) Name of Project Authority;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and price per litre;
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and /or levies in the unit price, the amount of each must be indicated on the invoice;
- f) The address where payment is to be sent;
- g) Name of the vessel and the purchase order number/requisition number if applicable.

2. Invoices must be distributed as follows:

a) The original and one (1) copy of each invoice must be made out to the Project Authority and forwarded to the invoicing address as set out on Page 2 - Destination Detail for certification and payment.

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

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

## **6.9 Insurance**

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

## **6.10 Certifications and Additional Information**

### **6.10.1 Compliance**

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

### **6.10.2 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



Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl661.E60HL-190015

Buyer ID - Id de l'acheteur  
hl661  
CCC No./N° CCC - FMS No./N° VME

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.

#### 6.11 Applicable Laws

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

#### 6.12 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;
- (c) the general conditions **2010A** (2018-06-21), General Conditions - Goods (Medium Complexity);
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award*: “, as clarified on \_\_\_\_\_” **or** “, as amended on \_\_\_\_\_” *and insert date(s) of clarification(s) or amendment(s)*)

#### 6.13 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Incoterms 2000 to the locations in Line Item Detail.

The point of custody transfer shall be at the CCG vessel manifold, where inspection samples may be taken.

Solicitation No. - N° de l'invitation  
E60HL-190015/A  
Client Ref. No. - N° de réf. du client  
E60HL-190015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl661.E60HL-190015

Buyer ID - Id de l'acheteur  
hl661  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “A” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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);

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## ANNEX "B" 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)