



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Please see amendment 001 as it replaces the original RFP. /

Veuillez consulter la modification 001 car elle remplace la DP originale.

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

Title - Sujet Bulk Diesel Fuel	
Solicitation No. - N° de l'invitation E60HL-22K201/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client E60HL-22K201	Date 2022-04-11
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-670-81146	
File No. - N° de dossier hl670.E60HL-22K201	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-05-09 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Weatherbee, Lynn	Buyer Id - Id de l'acheteur hl670
Telephone No. - N° de téléphone (873) 353-1813 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
E60HL-22K201/A
Client Ref. No. - N° de réf. du client
E60HL-22K201

Amd. No. - N° de la modif.
001
File No. - N° du dossier
h1670. E60HL-22K201

Buyer ID - Id de l'acheteur
HL670
CCC No./N° CCC - FMS No./N° VME

Amendment number 001 to Request for Proposal (RFP) E60HL-22K01/A which closes May 9, 2022 at 2:00 p.m. is raised to replace Request for Proposal and all supporting Annexes.

DELETE: Request for Proposal (RFP) and all supporting Annexes in its entirety:

INSERT: New Request for Proposal (RFP) and all supporting Annexes attached herein.

All other terms and conditions of the Request for Proposal remain unchanged.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Requirement – Bid

Supply diesel as detailed at in the “Line Item Detail”.

1.3 Comprehensive Land Claim Agreements

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

Nunavut Land Claim Agreement (NLCA) for deliveries to *Eureka (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 must 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 Canada Post Corporation’s (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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>) 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation are available and may be obtained 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

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.3 Submission of Bids

Bids must either be submitted 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 Canada Post Corporation's (CPC) Connect service the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 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.

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Delivery

Delivery is to take place on consecutive days, tentatively scheduled between June 20th to June 24th, 2022. Delivery must be made between the hours of 06:00 and 18:00.

- a) The Contractor must contact the Canadian Coast Guard coordinator at a minimum two (2) weeks prior to the delivery to confirm the dates;
- b) The Contractor must provide a booster pump (installed on a small truck or vehicle which will stay on the dock alongside the vessel for the duration of the loading);
- c) The Contractor must provide certified hoses with a minimum length of 150' and a minimum of 4" in diameter with 4" camlock connectors;
- d) Truck drivers must carry all certificates (Transport Canada hose inspections); and
- e) The Contractor must provide fuel samples (one sample per truck).

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions – Electronic Submission

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The CPC 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 be in separated documents as follows:

- Section I: Technical Bid
- Section II: Inuit and Nunavut Plan
- Section III: Financial Bid
- Section IV: Certifications

Due to the nature of the Request for Proposal, transmission of bids by mail/courier to PWGSC BRU will not be accepted.

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

3.1.1 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.

3.1.1.1 Source of Crude Oil, Name of Refinery, and Location (*Bidder to complete*)

Source of Crude: _____

Name of Refinery: _____

Location: _____

3.1.1.2 Delivery Lead Time (*Bidder to complete*)

The delivery lead time offered is _____ working days.

3.1.2 Section II: Inuit and Nunavut Bid Criteria (IBP/NBP)

For the Inuit and Nunavut Plan, Bidders must complete Annex "B" Inuit and Nunavut Bid Criteria.

For a bid to be assigned points in Annex B for commitments made in respect to any IBC and NBC bid criteria, the Bidder must also clearly and concretely demonstrate how they meet the Annex B criteria by providing a detailed explanation.

As such, in addition to completing Annex B, Bidders must also provide a separate detailed explanation of engagements, measures and proposed procedures to be taken to deliver on the Inuit Benefit Criteria (IBC) and Nunavut Benefit Criteria (NBC) identified at Annex "B" Inuit and Nunavut Bid Criteria.

Failure to provide such separate written detailed explanation will result in Annex B receiving a score of zero for every criteria even if Annex B contained information. The Annex B Inuit and Nunavut Bid Criteria and the detailed explanation submitted by the Bidder will jointly form the Inuit and Nunavut Benefits Plan (IBP/NBP) commitment by the Bidder and be incorporated as a contractual obligation in the case of the winning bid.

3.1.3 Section III: Financial Bid

In their financial bid, Bidders must complete Annex D and submit their financial bid in accordance with the Basis of Payment.

a. Unit Price

The firm unit price per litre quoted must be in Canadian dollars per litre 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

At delivery, the unit prices effective will be the firm unit prices quoted in the successful bidder's proposal subject to adjustment, upward or downward, in accordance with 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 April 1, 2022 expressed in Canadian dollars per litre:

"A" date values, Weekday Average Wholesale by Marketer Rack Price as gathered by Kalibrate (<https://charting.kalibrate.com/>):

Line Items 1-2 DESIGNATED CENTRE: Montreal, Quebec

PRODUCT	VALUE
ULSD No. 1	\$1.5226

e. 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.

3.1.4 Section IV: 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 criteria, the Inuit and Nunavut criteria and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

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

- (a) Bidders must offer the requested product for which they provide a price at "Line Item Detail".

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

4.1.2 Inuit and Nunavut Rated Criteria (35%)

The Inuit and Nunavut bid Criteria are indicated in Annex "B" Inuit and Nunavut Bid Criteria. The Bidder must clearly and concretely demonstrate how they meet each criterion by providing detailed explanation as per Part 3, 3.1.2 Inuit and Nunavut Bid Criteria.

Point Rated Criteria not addressed in Annex B will be given a score of zero.

There is no minimum passing score for the Inuit and Nunavut Bid Criteria. The Inuit Bid Criteria (IBC) and Nunavut Bid Criteria (NBC) are point rated criteria the details of which are indicated in Annex "B" Inuit and Nunavut Bid Criteria. Failure to provide such separate written detailed explanation will result in Annex B receiving a score of zero for every criteria even if Annex B contained information.

4.1.3 Financial Evaluation (65%)

4.1.3.1 Mandatory Financial Criteria

- (i) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- (ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

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

4.1.3.2 Evaluated Price

The evaluated price will be based on the total cost of the entire requirement. The total cost will be determined by multiplying the offered unit price per litre by the number of litres. For further clarity, DDP incoterms 2000 includes among other elements that 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 criteria to be declared responsive.

The selection will be based on the highest responsive combined rating of the overall Inuit and Nunavut bid criteria merit score and pricing score. The ratio will be 35 % for the Inuit and Nunavut bid criteria score and 65% for the prorated evaluated price.

To establish the Inuit and Nunavut bid criteria merit score, the overall Inuit and Nunavut bid criteria score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 35 % .

To establish the pricing score, the evaluated price of each responsive bid will be prorated against the lowest evaluated price and the ratio of 65 % using the following formula:.

$$\frac{\text{Lowest evaluated price}}{\text{Evaluated price of bid A}} \times 65 = \text{pricing score of bid A}$$

For each responsive bid, the Inuit and Nunavut bid criteria merit score and the pricing score will be added to determine its combined rating. The responsive bid with the highest combined rating on an item by item basis will be recommended for award of a contract.

Neither the responsive bid obtaining the highest Inuit and Nunavut bid criteria merit score nor the one with the lowest evaluated price will necessarily be accepted as the winning bid. The responsive bid with the highest combined rating of Inuit and Nunavut bid criteria merit score and pricing score will be recommended for contract award.

The table below illustrates an example where all three bids are responsive and where the selection of the contractor is determined by a 35/65 ratio of Inuit and Nunavut bid criteria merit and price, in accordance with section B.2.14 of the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area given the competition is limited among IFR firms. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Inuit and Nunavut bid criteria Merit (35%) and Price (65%)

		Bidder 1	Bidder 2	Bidder 3
Overall Inuit and Nunavut bid criteria Score		115/135	89/135	92/135
Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Inuit and bid criteria Merit Score	$115/135 \times 35 = 29.81$	$89/135 \times 35 = 23.07$	$92/135 \times 35 = 23.85$
	Pricing Score	$45/55 \times 65 = 53.18$	$45/50 \times 65 = 58.50$	$45/45 \times 65 = 65.00$
Combined Rating		82.99	81.57	88.85
Overall Rating		2nd	3rd	1 st

Only one contract may be issued as a result of this solicitation.

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 certification 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

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 eight (8) criteria identified in the table below.

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

Environmental criteria 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.	
<p>Recycling programs or policies on, but not limited to, the following:</p> <ul style="list-style-type: none"> - Greenhouse Gas (GHG) Reduction - GHG inventory - eWaste - Waste audits - Energy efficiency - Green procurement - Fleet requirements (green vehicles, vehicle tracking, low resistance tires, tire recycling, emission reduction, etc.) - LED lighting - Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program - Motion-sensored lighting - Solar/wind programs 	
A minimum of 50% of office equipment has an energy efficient certification.	
<p>Other Environmental or Green Registration or Certification.</p> <p>The Bidder should provide a brief description of the program in place in their bid.</p>	
<p>Other environmental initiatives and programs in place</p> <p>The Bidder should provide a brief description of the program in place in their bid.</p>	

Bidders' Authorized Representative Signature

Date

b. Certificate of Conformance *(Bidder to complete)*

By submitting a bid, the Bidder certifies that all products proposed conform and will continue to conform to the specifications in the Line Item Detail during the period of the Contract.

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 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 Product Standard

The product delivered by the contractor must conform to the latest issue of Canadian General Standards Board (CGSB) Standard shown at "Line Item Detail".

6.2.3 Delivery Details

- a) The Contractor must contact the Canadian Coast Guard coordinator at a minimum two weeks prior to the delivery to confirm the dates;
- b) The Contractor must provide a booster pump (installed on a small truck or vehicle which will stay on the dock alongside the vessel for the duration of the loading);
- c) The Contractor must provide certified hoses with a minimum length of 150' and a minimum of 4" in diameter with 4" Camlock connectors;
- d) Truck drivers must carry all certificates (Transport Canada hose inspections); and
- e) The Contractor must provide fuel samples (one sample per truck).

6.2.4 Delivery Verification

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

6.2.4.1 Volume Corrected to 15°C

When Diesel fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes will be adjusted to 15°C in accordance with API-ASTM-IP Table 54B. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

6.2.5 Inspection and Acceptance of Petroleum Products

Inspection and acceptance of petroleum products supplied to Requisitioning Authorities will be conducted by the consignee at destination.

6.2.6 Delivery Lead Time

A lead time of _____ working days will be required.

6.2.7 Source of Crude, Name of Refinery, and Location

Source of Crude: _____

Name of Refinery: _____

Location: _____

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 \(2021-12-02\)](#), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2010A 32. Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.

2. If a tariff classification determination is made under the Customs Act that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.

3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work

was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
- b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

Criminal Code

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit - trafficking);
- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or Immigration and Refugee Protection Act
- vii. section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:

- i. in the case of a conviction, whether the court acted within its jurisdiction;
- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
- iii. whether the court's decision was obtained by fraud; or
- iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery is tentatively scheduled between June 20th and June 24th, 2022 to the Canadian Coast Guard Vessel (CCGS) Des Groseilliers at the port of Quebec City, Quebec. The delivery must be on consecutive days and during the day, between 06:00 and 18:00.

The Contractor (in coordination with the truck drivers) will contact the Canadian Coast Guard Authority (contact information below) one hour prior to the arrival of each truck at the site.

6.4.2 Adherence to Delivery Schedule

The Contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, terminate the whole or part of the contract for default.

6.4.3 Canadian Coast Guard (CCG) Coordinator for delivery *(To be completed at contract award.)*

The CCG Coordinator for delivery is:

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

The Contractor must contact the Canadian Coast Guard coordinator at a minimum two weeks prior to the tentative delivery dates to confirm these dates.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lynn Weatherbee
Public Works and Government Services Canada
Acquisitions Branch
Commercial & Alternative Acquisitions Management Sector
Industrial Products and Vehicles Procurement Directorate

Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0R5
Telephone: (873) 353-1813
E-mail address: lynn.weatherbee@tpsgc-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 – Environment Canada

The Project Authority for the Contract is: *(To 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 Project Authority – DND

The Project Authority for the Contract is: *(To 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.

6.5.4 Contractor's Representative *(Bidder to complete)*

	General Enquiries	Delivery/Follow-up
Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price as specified in “Line Item Detail”, subject to adjustment as identified below. Customs duties are included, DDP to destination, 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 Unit Prices/Taxes

The unit prices on “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, 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.

6.6.3 Basis for Unit Price Adjustment – Kalibrate

a) Unit prices as shown at Line Item Detail will be subject to weekly upward or downward adjustment using the Montreal ULS Diesel No.1 Weekly Average Wholesale Reference Marker as gathered by Kalibrate (<https://charting.kalibrate.com/>). 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 ULSD No. 1.

b) Designated Centre - The Centre, from which the reference price will be selected to calculate the adjustment to the unit prices, is Montreal, Québec.

<i>Product as described in the Line Item Detail</i>	<i>Product as described by Kalibrate</i>	<i>Designated Centre</i>
Diesel Fuel, CAN/CGSB 3.517-2020 (Latest Issue), Type A (P-50), Maximum Operability Cloud Point -43°C; Except minimum Flash Point of 43°C.	ULSD No. 1	Montreal, QC

6.6.4 Method of Calculating Unit Price Adjustments

The unit price adjustment effective, for the delivery dates, will be the difference between the applicable Reference Marker value below and the applicable Reference Marker value for the week ending immediately prior to the delivery date plus (+) the firm unit price in the "Line Item Detail".

6.6.5 Reference Marker Date and Value

The Reference Marker value for the week ending April 1, 2022 is \$1.5226/L.

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

6.6.7 Terms of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

6.6.8 Electronic Payment of Invoices - Contract

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

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

6.6.9 Provincial Taxes

The Contractor will be responsible for applying to the Quebec Government for the necessary permits enabling delivery of fuel EXEMPT from Provincial Fuel Tax and Provincial Sales Tax.

6.7 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.

All invoices must contain the following information:

- a. Contract Serial Number;
- b. Name of Client Department;
- 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.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy of must be forwarded to the address as shown in the "Line Item 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.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.8.2 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 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.

6.9 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 wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the General Conditions 2010A (2021-12-02) Goods (Medium Complexity);
- (c) ANNEX C – Bidder Report
- (d) 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)*

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28
G1005C	Insurance – No Specific Requirement	2016-01-28

6.12 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered: DDP Delivered Duty Paid, CCG Vessel Quebec City, Quebec, Incoterms 2000.
2. The Contractor is responsible for all delivery charges, administration costs, and risks of transport and customs clearance, including the payment of customs duties and taxes.
3. The point of custody transfer will be at the ship manifold, where inspection samples may be taken.

6.13 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.14 Reporting Requirements – Inuit Benefits and Nunavut Benefits

6.14.1 General

The Contractor will be monitored by Canada to ensure the proposed Inuit benefits and Nunavut benefits are delivered in accordance with the contractual requirements.

6.14.2 Reporting

The Contractor must provide a report in electronic format within 10 days of completion of delivery to the Contracting Authority detailing its progress on meeting its contractual obligations in achieving Inuit benefits and/or Nunavut benefits. This will include a list of the achieved versus committed Inuit benefits and/or Nunavut benefits criteria from the Contractors proposal.

6.14.3 Deviation(s)

- a. The Contractor must advise the Contracting Authority of any deviations from the Inuit benefits and/or Nunavut benefits portion of the Contract.
- b. Canada will provide comments within 10 business days of submission of the corrective action plan. Canada is under no obligation to accept any such proposal regardless of its content

or justification. Any reduction in Inuit benefits may be considered by Canada as any other failure to meet a contractual obligation.

c. If it is determined that the contractual requirements are not met by the Contractor, the Contracting Authority will inform the Contractor in writing. Immediate action must be taken by the Contractor to resolve the situation as promptly as possible and subject to agreement by the Contracting Authority.

6.14.4 Third party Independent Professional

a. When requested by Canada, a third party independent professional engaged by the Contractor will monitor and confirm whether the Contractor has met their obligations regarding the Inuit benefits and/or Nunavut benefits to be performed under the Contract.

b. The third party Independent Professional must have a recognized accreditation in accounting in Canada, and must be approved by the Contracting authority prior to hiring.

ANNEX A – 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);
- Large Value Transfer System (LVTS) (Over \$25M)

	Total number of Inuit training	20 hours	35 hours	60 hours			
	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available			
	<p>The following is information required to demonstrate Inuit labour commitment:</p> <ul style="list-style-type: none"> • details on the type of training being offered and how it is relevant to the procurement; • total number of Inuit training hours proposed; • the skills the training will develop; • strategies for retaining Inuit who have completed training; • the duration of training; and • the number of Inuit to be trained. 						
R3 Inuit Ownership (of Prime and Sub-contractors)	<p>The Bidder will be evaluated on its use Inuit Sub-Contractors for services or the procurement of supplies and equipment.</p> <p>Subcontractors/suppliers submitted as a firm on the IFR must be in good standing on the IFR for the duration of the work subcontracted for, in its entirety.</p> <p>Sub-contractors/suppliers must be the company _____ to perform the work/provide the goods.</p> <p>Bidders must provide their commitment to sub-contractors/suppliers on IFR in accordance with the following:</p> <p>Estimated value of Contract: \$ _____ (a) Value of Prime/Subcontractors/Suppliers NOT on the IFR: \$ _____ (b)</p> <p>Points will be assigned based on a percentage _____ of the total points available: $(b) / (a) \times 100 = (c)$ $100 - (c) = \% \times \text{available points} = \text{assigned points}$</p> <p>Example:</p> <p>Estimated value of Contract: \$100,000 (a) Value of prime/subcontractors/suppliers not on the IFR: \$ 45,000 (b)</p> <p>$\\$45,000 / \\$100,000 \times 100 = 45$ $100 - 45 = 55\% \times 50 = 27.50 \text{ assigned points}$</p> <p>NOTE: Percentages must be supported by a list of specific subcontractor/suppliers that can be confirmed to be on the IFR. Verification of Inuit businesses will be made through:</p> <p>The Inuit Firm Registry Database http://inuitfirm.tunnngavik.com/</p> <p>The following are examples of what a bidder must provide to demonstrate their commitments:</p> <ul style="list-style-type: none"> • Demonstrable Inuit ownership of prime and/or subcontractor(s) through registration on the on the Inuit Firm Registry (IFR); • list of specific Inuit businesses that will be subcontractors/suppliers; • the type of work to be carried out by Inuit businesses on the IFR; and 				50 points		

	<ul style="list-style-type: none"> the total contract value of the work to be performed by Inuit businesses on the IFR. 			
R4 Location in the Nunavut Settlement Area (NSA).	<p>Bidders will be evaluated on the location of their head offices, administrative offices or other facilities in the Nunavut Settlement Area in performing under the government contract.</p> <p>Points will be assigned as follows.</p> <p>Bidder (Points double if no subcontractors/suppliers /under the contract)</p> <ol style="list-style-type: none"> Head office – 7.5 points Administrative Office(s) – 3 points Other Facility(ies) - 2 points <p>Subcontractors and/or Suppliers (12.5 points available)</p> <ol style="list-style-type: none"> Head office – 7.5 points Administrative Office(s) – 3 points Other Facility(ies) - 2 points <p>Supporting Documentation</p> <p>Bidders must provide details regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none"> a description of the locations, including addresses; proof of Inuit Ownership, if applicable; describe the nature of the firm's presence in the NSA; and number of years the firm has been in the identified locations in the NSA. 	25 points		
<i>Total of rated criteria</i>		175 points		

ANNEX C – BIDDER REPORT

1. The Contractor must provide the Contracting Authority with a summary of activities undertaken to meet the commitments made as part of the IBP/NBP contractual obligation. The Certification and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor upon final delivery.
2. This will include at a minimum a list of the achieved versus committed for the following:
 - a. **Inuit employment:**
 - a. Name of Inuit employee
 - b. Inuit employee beneficiary number
 - c. Employment type
 - d. Hours of work
 - e. Dollar value paid
 - b. **Inuit training and skills development**
 - a. Name of Inuit employee
 - b. Inuit employee beneficiary number
 - c. Employment type
 - d. Hours of work
 - e. Dollar value paid
 - c. **Inuit subcontracting**
 - a. Name of Inuit firm on IFR
 - b. Inuit firm ID on IFR
 - c. Dollar value
 - d. Inuit employee beneficiary number
 - e. Employment type
 - f. Hours of work
 - d. **Nunavut Benefits Criteria**
 - a. Vendor or subcontractor name
 - b. Vendor address in the NSA
 - c. Nature of presence in the NSA
3. The Contractor must indicate if any objectives were not met, identify why they were not.
4. Canada reserves the right to verify any information provided in the IBP.
5. When requested by Canada, an independent professional engaged by the Contractor will monitor and confirm that the Contractor has met their objectives. Refer to Article 6.14.4 - *Third Party Independent Professional* of the Contract Clauses.
6. For follow-up purposes, the communities may receive copies of the contractors Inuit and Nunavut Benefits Plan, reports and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority:

Name: Lynn Weatherbee, Supply Specialist

E-mail address: lynn.weatherbee@pwgsc-tpsgc.gc.ca

TABLE 2 – Inuit Training and Skills Development Commitment

Position Title and # of people in that position (Provide name(s) of Inuit trainee where possible)	Beneficiary Number (if known)	Type of Training, Certification or Skills Development	Number of Inuit trained	Inuit Training Hours	Total Dollar Value Paid (\$)
TOTAL:					

TABLE 3 – Inuit ownership (of prime or sub-contractor/suppliers) Commitment

Total Estimated Cost for Inuit Contractor/Subcontracting/Suppliers for This Contract = _____% Total Bid Price Total Estimated Contract Value

NOTE: only contractor/subcontractors and suppliers that can be confirmed as Inuit businesses on the Inuit Firm Registry with an administrative office or facility will be included in the calculations. Verification of Inuit businesses will be made in accordance with The Inuit Firm Registry Database <http://inuitfirm.tunnngavik.com/>.

Company Name	Description of Work	Value of Contract/Subcontract or Suppliers (\$)	Inuit Company	Non-Inuit Company
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes
			E Yes	E Yes

TABLE 4 – Location of business in the Nunavut Settlement Area

Provide Current Business address		
<p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.</p> <p>Nature of Presence: Describe the nature of the firm's presence in the NSA and how it demonstrates progress towards, and maintenance of, commitments made in the NBC portion of the bidder's IBP.</p>		
Vendor Name	Vendor Address in the NSA	Nature of Presence in the NSA (including office type: home, administrative or staffed facility)
Subcontractor Name	Subcontractor Address in the NSA	Nature of Presence in the NSA

TABLE 5 – IBP/NBP Financial Commitment

IBP/NBP Financial Commitment	
5.1 Total dollar value of Inuit labour (Prime contractor and subcontractor) performing Work under the Contract	\$
5.2 Total dollar value of Inuit Training and Skills Development	
1. Labour rates for on-the-job or in-house training, apprenticeship, and/ or other training/ skill development that has already been captured in 5.1 Inuit Labour – Financial Commitment cannot be captured in this criteria again.	\$
5.3 Value of IFR contracting (prime contractor/subcontractor/supplier) If the	
1. Prime contractor is an IFR firm, the total dollar value of the IFR contracting will also include the prime contractor's portion of the contract.	\$
2. The Value of IFR contracting must not include any amount that has already been captured in 5.1 Labour – Financial Commitment and 2.2 Inuit Training and Skills Development – Financial Commitment above.	
Total	\$

Annex D – FINANCIAL BID FORM

Bidders who complete Annex B must also complete the Financial Bid Form (Annex D). Annex D is to be submitted as part of the Bid together with the Line Item Details under the Financial Bid section.

Applicable taxes are not included. Payments will be made in accordance with Article 6.3.1 General Conditions, 6.6 Payment and 6.8 Invoice.

A) Total cost of Insurance and bonding:

\$ _____

B) A breakdown of the value of Inuit benefits as follows:

	Description	Bid Amount
1.	Pricing for the employment of Inuit labour as certified in Annex C: The employment of Inuit in carrying out the work of the contract.	\$
2.	Pricing for Inuit Training and Skills Development as certified in Annex C: The delivery of Inuit training and skills development	\$
3.	Pricing for Inuit ownership (of prime and/or sub-contractor/suppliers) as certified in Annex C: The use of prime and/or sub-contractors/suppliers that are on the Inuit Firm Registry (IFR) in carrying out the contract.	\$
4.	TOTAL VALUE OF INUIT BENEFITS	\$

TOTAL OF 2A) + 2B) = \$

ANNEX E to PART 5 - 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](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>).

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.

. 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)