



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions Bid
Receiving/Réception des Soumissions
126 Prince William Street/
126, rue Prince William
Suite 14B
Saint John
New Brunswick
E2L 2B6
Bid Fax: (506) 636-4376

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

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works Government Services Canada-Bid
Receiving / Réception des soumissions
126 Prince William Street/
126, rue Prince William
Suite 14B
Saint John
New Bruns
E2L 2B6

Title - Sujet Indigenous Benefits Plan RFI - JCVH	
Solicitation No. - N° de l'invitation EC015-200193/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client EC015-200193	Date 2020-02-03
GETS Reference No. - N° de référence de SEAG PW-\$PWB-101-4492	
File No. - N° de dossier PWB-9-42011 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-03-03	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lomax (PWB), Sandra	Buyer Id - Id de l'acheteur pwb101
Telephone No. - N° de téléphone (506) 639-8503 ()	FAX No. - N° de FAX (506) 636-4376
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
EC015-200193/A
Client Ref. No. - N° de réf. du client
EC015-200193

Amd. No. - N° de la modif.
001
File No. - N° du dossier
PWB

Buyer ID - Id de l'acheteur
pwb101
CCC No./N° CCC - FMS No./N° VME

This Tender Amendment No. One (1) is raised to include the following Addendum No. One (1).

The following Addendum to the tender is effective immediately. This addendum shall form part of the contract documents.

All other terms and conditions remain the same.

Addendum No. 1

Draft Indigenous Benefit Plan

See below

INDIGENOUS BENEFITS PLAN

PART A - Information

1. Preamble

The Government of Canada is responsible for the maintenance and upkeep of the JC Van Horne (JCVH) Bridge linking New Brunswick and Quebec at the communities of Campbellton, NB, Listuguj, QC and Pointe-a-la Croix, QC. At present, the JCVH Bridge requires paving rehabilitation work and the Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Peoples. This invitation to tender requires bidders to include a plan for meaningful employment and training opportunities for Indigenous Peoples throughout the duration of the project.

This invitation to tender requires bidders to include an Indigenous Benefit Plan (IBP) for meaningful employment and training opportunities for Indigenous Peoples throughout the duration of the project. The IBP will set out specific targets in the JCVH Bridge paving rehabilitation project aimed at the Listuguj Mi'gmaq Community (LMC).

Meaningful engagement with Indigenous peoples across Canada is a priority of the federal government and our Departments. Canada has worked successfully in the past to leverage training opportunities, employment and capacity building for Indigenous peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on federal projects. In particular, this project is expected to:

- Help stimulate Indigenous employment and business development.
- Assist in the development of Indigenous workers and businesses that will contribute to the economic development of First Nations communities, in this case Listuguj.
- Provide opportunity for Indigenous businesses through sub-contracting and/or joint ventures with the general business community when bidding on tenders.
- Build Indigenous capacity by providing on the job training, work experience and mentorship.

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Listuguj Mi'gmaq First Nation (LMC) in the Area of the Contract.

Paving Rehabilitation - Work Description

- a. Removing all materials to the top of the bridge deck.
- b. Supply and install new waterproofing to the bridge deck.
- c. Make repairs to the expansion joints.
- d. New asphalt layer on the bridge deck.

2. Indigenous Benefits Plan

The Contractor must submit the Indigenous Benefit Plan (IBP) for Canada's approval with their tender package as outlined in the PART B Evaluation Criteria.

The Bidder shall include Indigenous Benefits that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value. The IBP must also include proposed hours/percentage of direct employment of Indigenous peoples as human resources and percentages/dollar value of business sourced to Indigenous firms as well as hours training and skills development for members in the community of Listuguj.

2.1 Requirements for Bidders

The IBP shall include a clear statement of the minimum amount of LMC Benefit that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value. The IBP must also include a clear statement of the minimum hours/percentage of direct employment of Indigenous Peoples as human resources as well as a clear statement of the minimum percentage/dollar value of business sourced to Indigenous firms that the Contractor intends to use in carrying out the work. The minimum benefits must not be less than that detailed in the proposal as a minimum requirement.

Sufficient detail must be included in the IBP to allow Canada to assess the value and quality of the proposed LMC Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

Bidders are encouraged to work collaboratively with LMC in the development of their Benefits Plan. You may contact the representative specified below for information regarding experience and trade capacity available at LMC. Attached in Annex "B" is a list of identified known resources available, Capacity Assessment.

In the event required resources are not sufficient or available from the LMC the bidder through the LMC Economic Development Manager may reach out to other First Nations to provide the required resources for the project.

The primary point of contact for LMC is:

Name

Office Telephone:

Email:

2.2 Transactions

Each item of Indigenous Benefits shall be detailed in Transaction form, detailing the Benefit, the amount of work involved in terms of dollars and labour, and a description of the lasting value to be achieved.

2.3 Allowable Expenses

The following defines what is allowable as an expense for Indigenous Benefits.

2.3.1 Allowable costs associated with labour carried out by an Indigenous person are direct salaries, benefits (including but not limited to health, pension, and vacation) and other associated costs, which are paid to Indigenous persons or firms

2.3.2 Allowable costs associated with work placed with Indigenous Firms are those costs (including but not limited to direct costs, overhead, G&A and profit) that are not paid to people.

2.3.3 Allowable costs associated with work placed with Non-Indigenous Firms are those costs (including but not limited to direct costs, overhead, G&A and profit) that are for the purpose of meeting specialised training or skills development criteria specified in the bidders IBP.

2.4 Non-allowable Expenses

The following defines what is not allowable as an expense for Indigenous Benefits. These include but are not limited to.

2.4.1 Costs associated with labour carried out by Non-Indigenous persons are direct salaries, benefits (including but not limited to health, pension, and vacation) and other associated costs will not count towards the IBP.

2.4.2 Costs associated with work placed with Indigenous Firms are those costs (including but not limited to direct costs, overhead, G&A and profit) that are paid to Non-Indigenous firms will not count towards the IBP.

2.4.2.1 Costs associated with an indigenous firm purchasing Goods and/or services from a non-indigenous firm will not count towards the IBP. Unless for the purpose of that detailed in 2.3.3.

2.5 Amendment of Indigenous Benefits Plan

At any time during the contract, the Contractor may propose amendments to the IBP to the Contracting Authority. Any such proposal must include a justification for the change and a detailed explanation that the change results in Indigenous Benefits that are not reduced in quantity or quality. Canada shall provide comments or agreement within 10 working days. Canada is under no obligation to accept any such proposal regardless of its content or justification.

3. Other Requirements

3.1 Quality of the Benefits

While LMC's participation in the work is a mandatory requirement, it is desirable that this participation be of a lasting, sustainable and meaningful nature. These requirements may be met by the Contractor or by any of its subcontractors.

3.2 Assessment of Benefits

Canada will carry out a bi-weekly assessment of the benefits achieved compared against the Indigenous Benefits Plan. Canada's review shall be completed within 2 weeks after receipt of the Bi-weekly Report described in paragraph 4.1 below.

The assessment shall compare the benefits forecast in each transaction against actual results accomplished by the Contractor or its subcontractor(s). The assessment shall examine each transaction and report on whether or not the transaction was completed and whether or not the objectives of the transaction were accomplished. If any objectives were not met, the report shall, if possible, identify why not and seek agreement from Canada on an appropriate way forward. This assessment should include what mitigating factors were actioned prior to identification of a shortfall with proper due diligence in attempt of realizing the identified benefits in full.

4. Reporting Requirements

4.1 Indigenous Benefit Plan Bi-Weekly Reporting

The Contractor must provide a detailed report ahead of the bi-weekly construction meeting, detailing the benefits accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

The Contractor is to meet with the Public Services and Procurement Canada (PSPC) designated representative, as required, to discuss the implementation of the IBP.

A template has been made available in the Bi-weekly Contracting Achievement Reporting Certification in PART D

4.2 Indigenous Benefit Plan Final Report

The Contractor must provide a detailed report on the IBP accomplished throughout the project. This report must be provided to the Contracting Officer within one (1) month of the completion of the work.

Any conditions that are not met will be subject to outlined Holdback Consideration in PART E.

4.3 Submission of Documents

The documents detailed above shall be submitted in hard copies as well as in electronic format (PDF) to the PSPC Authority.

5. Mandatory Requirements

5.1 Minimum Value of Indigenous Benefits

Each Bidder must offer Indigenous Benefits, which have a total value of at least XX% of the Total Contract Price. Failure to meet the minimum requirement will result in the tender being declared non-responsive and will receive no further consideration. In Annex "A" the Bidder shall identify the percentage of the Indigenous Benefit Plan.

5.2 Indigenous Benefits Plan

Each Bidder must provide as part of its proposal an Indigenous Benefits Plan that meets all of the requirements detailed in PART B - Evaluation Criteria.

5.3 Indigenous Content Certification

Each Bidder must certify the level of Indigenous content contained in its proposal by signing the Bidder Guarantee certification at PART C "*Indigenous Content Certification*".

6. Rated Requirements

6.1 Quality of the Benefits

While Indigenous participation in the work is a mandatory requirement, it is a rated requirement that this participation be of a lasting, sustainable and meaningful nature. These requirements may be met by the Contractor or by any of its subcontractors. Evaluation will take into consideration not only benefits to Indigenous Peoples, but also to Indigenous firms from the LMC business community.

6.2 Assessment of Benefits

Canada will carry out a final assessment of the benefits achieved compared against the Indigenous Benefits Plan. Canada's review shall be completed within 1 month after receipt of the Final Report (see para. 4. above).

The assessment shall compare the benefits forecast in each transaction against actual results accomplished by the Contractor and its subcontractors. The assessment shall examine each transaction and report on whether or not the transaction was completed and whether or not the objectives of the transaction were accomplished. If any objectives were not met, the report shall, if possible, identify why not; and provide any lessons learned that can be applied in the future.

PART B - Evaluation Criteria

1. Evaluation and Assessment of Indigenous Benefits Plan

All Bidders must provide as part of their proposal an IBP as detailed below.

A total of up to 100 points will be awarded for the inclusion of an IBP. This will be worth **15%** of the total bid evaluation. Submission of an IBP is mandatory for the bid to be considered compliant.

Each Bidder must offer Indigenous Benefits, which have a total value of at least XX% of the Total Contract Price. Failure to meet the minimum requirement will result in the tender being declared non-responsive and will receive no further consideration.

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached Bidder Guarantee and Certification to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP guarantee and that untrue statements may result in the tender being declared non-responsive

2. Contractor Selection

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be **15%** for the IBP and **85%** for the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 15\%$$

$$\text{Price Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 85\%$$

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

Examples of weighting: 85% Price and 15% IBP

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 85%	IBP Score	IBP Score out of 15%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	85.0	70	10.5	95.5
b	\$52,400.00	\$50,000/\$52,400	95.4	81.1	100	15.0	96.1*
c	\$55,000.00	\$50,000/\$55,000	90.9	77.3	50	7.5	85.8

* Successful Bidder

3. Evaluation Criteria

BID CRITERIA <i>Canada reserves the right to confirm validity of all declarations / guarantees</i>	TOTAL AVAILABLE POINTS
<p>1. Human Resources Plan & Goods and Services</p> <p>A. <u>Human Resources Plan</u></p> <p>The Bidder shall include a clear statement of their amount of Indigenous Benefits that the Bidder proposes to provide, expressed in percentages of contract value.</p> <p>Bidders will be evaluated on their firm guarantee to use LMC's people from the area of the contract in carrying out the work. The contract value percentages is to relate specifically to on-site labour hours and it to be presented as a percentage of contract value. An example of how to determine this percentage is listed below.</p> <p>The Indigenous Benefits Plan must include a Human Resources Plan that details how the Bidder intends to maximize the use of Indigenous employment. The Human Resources Plan must address how employment of Indigenous people will be managed and must provide:</p> <ul style="list-style-type: none"> a) Details on the work to be carried out for each position proposed to be filled by an Indigenous person, b) Strategies for recruitment of Indigenous persons, c) Staff management. <p>Labour hours presented as a percentage of contract value must be <u>supported by a list of specific positions and the total project hours</u> that will be staffed by onsite LMC. Employment will be confirmed during activities based on supporting documentation provided by the Contractor to the PSPC Departmental Representative as and when required.</p> <p>The Human Resources Plan shall be in sufficient detail to allow the Crown to assess the quality and value of the Indigenous Benefits proposed as well as the probability of meeting the objectives contained in the Bidder's proposal.</p> <p>Attached in Annex "B" is a complete list of identified known resources available, Capacity Assessment.</p> <p>Bidders may use PART C - Bidder Guarantee and Certification to submit their proposal.</p>	<p>80 Points</p>

B. Goods and Services

The Bidder shall include a clear statement of their amount of Indigenous Benefits that the Bidder proposes to provide, expressed as a percentage of the total contract value.

Bidders will be evaluated on their firms guarantee to use goods and services from LMC's people. The contract value percentages is to relate specifically good and services and it to be presented as a percentage of contract value. An example of how to determine this percentage is listed below.

Goods and Services provided by Indigenous Firms, including sub-contractors and suppliers, are to be firms based in Listuguj. For a Joint Venture, the same shall be applicable but in meeting the requirements of sections 2.3 and 2.4 in PART A.

Examples of goods, services and equipment can include, but are not limited to: Trucking and excavation, materials hauling, inspection, security, leasing of land for project facilities etc.

Bidders should provide their guarantee of Indigenous Subcontractors in accordance with the following:

- Subcontractor companies will be verified by the Economic Development Manager of LMC.

Percentages must be supported by a list of specific subcontractor/suppliers that can be confirmed as LMC subcontractors. The scope of work proposed of any LMC subcontractor or supplier must also be clearly defined in the IBP by the bidder.

Bidders may use PART C - Bidder Guarantee and Certification to submit their proposal.

Points will be assigned based on a percentage % of the total points available. Each responsive bid will be prorated against the bidder proposing the highest percentage of LMC benefit percentages, with the proposal committing to the highest percentage receiving full points.:

A & B Evaluation Example:

	Bidder A	Bidder B	Bidder C
Proposed percentage of Human Resource Plan contract value	10%	15%	21%
Proposed percentage of Goods and Services	20%	5%	10%
TOTAL points	10 + 20 = 30	15 + 5 = 20	21 + 10 = 31
Calculation of points	30/31 = 96.77% 77.41 Points	20/31 = 64.52% 51.62 Points	31/31 = 100% 80 points

Bidder C

Example of Percentage Calculations for Human Resource:

Trade	Labour Hours	\$ Per Hour *	TOTAL
Labourer	100	70.00	6,000.00
Linesman	100	80.00	7,000.00
Truck Driver	100	90.00	8,000.00
TOTAL			\$ 21,000.00

*price per hour including 2.3 Allowable Expenses

Total Labour Hours / Total Contract Value = Percentage of Human Resource Plan
\$21,000.00 / \$100,000.00 = **21%**

Example of Percentage Calculations for Goods & Services:

Subcontractor	Value *
Listuguj Transport, Heavy Equipment	3,000.00
Hauling Group, Dump Trucks	5,000.00
Land leasing - 123 Listuguj Rd	2,000.00
TOTAL	\$10,000.00

*value including 2.3 Allowable Expenses

Total Subcontractors / Total Contract Value = Percentage of Goods & Services
\$10,000.00 / \$100,000.00 = **10%**

2. Skills Development Plan (Training)

The Bidder must include a clear statement of their amount of Indigenous Benefits that the Bidder proposes to provide, expressed in hours.

The IBP shall include a Skills Development Plan that details how the Bidder intends to maximize the training and skills development of Indigenous persons. The Skills Development Plan may address the use of the following where appropriate scope applies :

- a) Apprenticeship programs,
- b) Pre-professional programs,
- c) Post Secondary School programs,
- d) On the job training, and
- e) In-house training programs.

Example

Provide training with the Commission de la construction du Québec (CCQ)

1. Provide a course titled « General Knowledge in the Construction Industry. » As this training may be required for all potential employees working in Québec.
2. Provide Health and Safety Training course by the ASP- Construction. ASP- Construction is the Quebec organization for delivering the certification for Health and Safety Course to receive a “certificate d’enregistrement”.

<https://www2.gnb.ca/content/dam/gnb/Departments/petl-epft/PDF/Publications/Que-NB/FactSheetNB-QuebecE.pdf>

The Skills Development Plan shall address how training of Indigenous people will be managed. It shall also address the complexities introduced by the annual cycle of work in the region, the cultural cycles of Indigenous life, the capacity of Bidder’s staff to supervise, monitor, support and coordinate trainees as well as the availability of training facilities.

Training hours committed must be supported by a list of specific training and apprenticeship program training that will be provided, quality and relevance of training, number of hours committed and the applicable resulting certification achieved.

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of “Calculated Number of Trades Apprenticeship and Trade Skills Development Hours”.

To establish the total training score, “Health and Safety Hours” and “Calculated Number of Trade Apprenticeship and Trade Skills Development Hours” will be added together.

Each responsive bid will be prorated against the bidder proposing the highest number of total LMC training hours, with the proposal committing to the highest number of training hours receiving full points.

Bidders may use PART C - Bidder Guarantee and Certification to submit their proposal.

20 Points

Example

	Bidder A	Bidder B	Bidder C
Proposed number of H&S training hours	20 hour	35 hour	60 hour
Proposed number of trade apprenticeship & skill development	100 hour	50 hour	0
Calculations - trade apprenticeship & skill development (with a 1.5 multiplier)	100 hours x 1.5 = 150 hours	50 hours x 1.5 = 75 hours	0 hours x 1.5 = 0 hours
TOTAL	170	110	60
Calculation of points	$170/170 =$ 100% = 20 points	$110/170 =$ 64.7% = 12.9 points	$60/170 =$ 35% = 7.1 Points

TOTAL POSSIBLE POINTS	100 Points
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PART C - Bidder Guarantee and Certification

1. At time of bid submission - The table below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the representative from LMC will receive copies of the IBP from the awarded contractor and copies of the periodical performance monitoring results.
4. The PSPC departmental representative may schedule bi-weekly meetings to discuss performance monitoring results with the Contractor/Proponent and the representative from LMC.

Example Table Format:

Human Resources Plan		
Guaranteed % of Indigenous Labour _____%		
Name & Position Title (provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		
Goods and Services Provided by Indigenous Firms		
Guaranteed % of Indigenous subcontracting _____%		
Subcontractor or Supplier Name	Scope of work subcontracted as Goods or services	Value of work %
Skills Development Plan		
Guaranteed % of Indigenous training _____%		
Name & Position Title (provide name(s) where possible)	Type of Training	Indigenous Training Hours
Bidders MUST include type of training and hours of training		

Bidder Certification

The Bidder must submit the following certification for the IBP guarantee being provided, ~~either~~ at time of bid submission, ~~or~~ prior to contract award.

Indigenous Benefit Plan Certification:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.		

PART D – BI-WEEKLY CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid. The following table must be completed bi-weekly.

Canada reserves the right to audit the content of the report at any time. The Contractor must provide upon request detailed information such as invoices, work logs, payroll receipts, training records, etc.

2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
3. Information provided may be subject to verification.
4. The IBP Contract Achievement Reporting and Certification must be submitted bi-weekly.
5. Commitments made by the Contractor will be subject to GC5.5.3 and GC5.6.3
6. Failure to comply with the request to submit the certification and report within one (1) month of contract completion, may result in holdback as identified in PART E.

Return Reports to:

Project Authority Name:

Email:

REPORT FOR THE PERIOD ENDING: _____

TABLE – Achievement of Training Hours

Human Resources Plan		
Guaranteed % of Indigenous Labour _____%		
Name & Position Title (provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labor, labour hours and the total project hours		
Goods and Services Provided by Indigenous Firms		
Guaranteed % of Indigenous subcontracting _____%		
Subcontractor or Supplier Name	Scope of work subcontracted as Goods or services	Value of work %
Skills Development Plan		
Guaranteed % of Indigenous training _____%		
Name & Position Title (provide name(s) where possible)	Type of Training	Indigenous Training Hours
Bidders MUST include type of training and hours of training		

PART E - INDIGENOUS BENEFITS PLAN HOLDBACK CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their guarantee of the Indigenous Benefits Plan, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
3. The holdback amounts will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
4. For the purposes of the holdback calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any holdback owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

ANNEX "A"

COMMITMENT PERCENTAGE OF INDIGENOUS BENEFIT PLAN

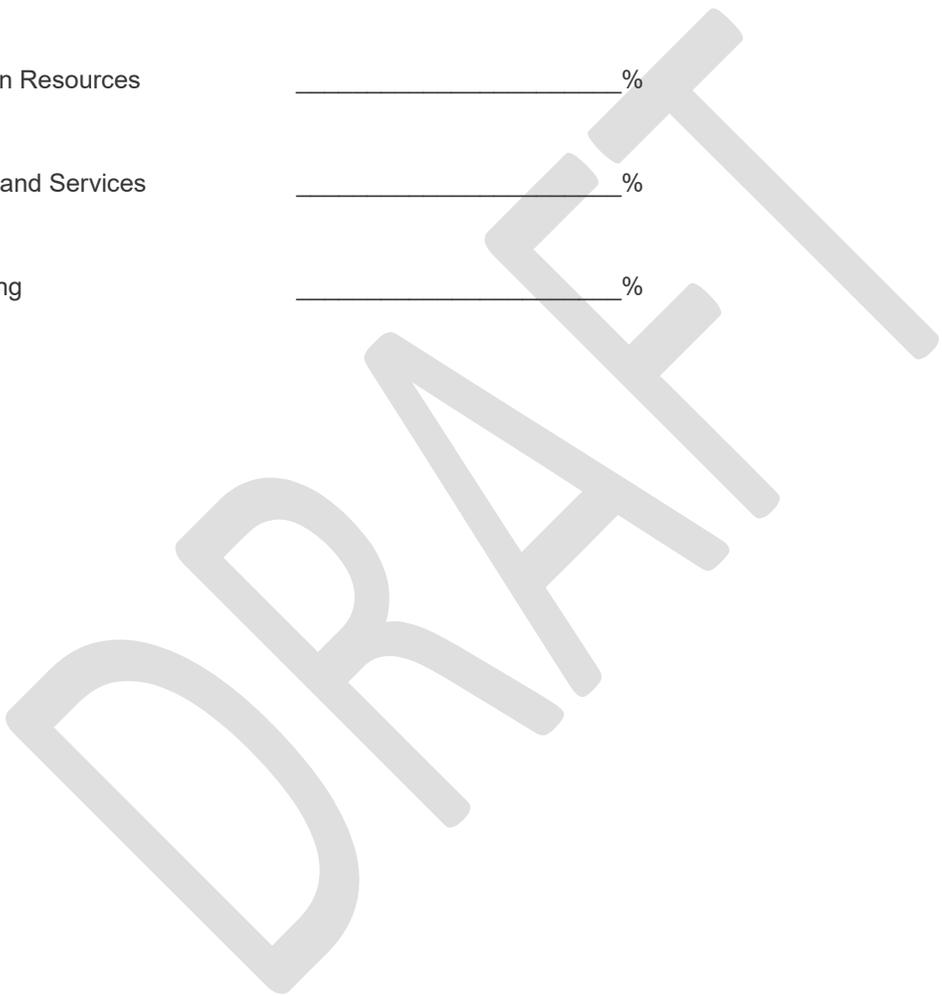
Each Bidder must offer Indigenous Benefits, which have a total value of at least XX% of the Total Contract Price. Failure to meet the minimum requirement will result in the tender being declared non-responsive and will receive no further consideration

The Bidder proposes to Canada an Indigenous Benefit Plan to provide, expressed only in a percentage of the contract value, the following:

Human Resources _____ %

Good and Services _____ %

Training _____ %



ANNEX “B”

LISTUGUJ CAPACITY ASSESSMENT

TO BE DETERMINED

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