



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving PWGSC/TPSGC reception des  
soumissions

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (418) 566-6167

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender 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.

**Soumission 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 et 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**

Public Works and Government Services Canada -

Western Region

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

<b>Title - Sujet</b> Lockport, MB, St. Andrews Lock and Dam, Bridge Deck Replacement and Rehabilitation	
<b>Solicitation No. - N° de l'invitation</b> ET025-212229/A	<b>Date</b> 2021-03-01
<b>Client Reference No. - N° de référence du client</b> PSPC ET025-212229	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWZ-050-11177
<b>File No. - N° de dossier</b> PWZ-0-43191 (050)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Central Daylight Saving Time CDT <b>on - le 2021-04-13</b> Heure Avancée du Centre HAC	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> McRuer, Daniel	<b>Buyer Id - Id de l'acheteur</b> pwz050
<b>Telephone No. - N° de téléphone</b> (204) 295-6634 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PSPC IAM INFRASTRUCTURE ASSET MANAGEMENT ST. ANDREWS LOCK AND DAM RIVER RD LOCKPORT Manitoba R1A 2R4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## INVITATION TO TENDER

### BRIDGE DECK REPLACEMENT AND REHABILITATION LOCKPORT, MANITOBA, ST. ANDREWS LOCK AND DAM

#### IMPORTANT NOTICE TO BIDDERS

**This federal government procurement implements support for Indigenous economic development. See Appendix 6 and Annex A.**

Due to the impacts of the COVID-19 pandemic and to encourage physical distancing, the bid receiving unit in Winnipeg will remain open but with limited staff and limited hours: Monday, Wednesday, Thursday and Friday, 9 am to 11 am, and Tuesday, 9 am to 2 pm (local time). Please monitor [buyandsell.gc.ca](http://buyandsell.gc.ca) closely as changes to bid closing dates may be necessary.

SI08 Late submissions has been added

SI14 Rights of Canada has been added

GI08 of R2710T has changed, see SI06 Bid Security Requirements.

**GI09 of R2710T** has changed, see SI07 Submission of Bid

GC9.2.2 of R2890D has changed, see SC04 Types and Amounts of Contract Security

#### TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 of the Special Instructions to Bidders.

#### PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

##### Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices.

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgarion-disclosure/psdic-ppci-eng.html>

#### ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

#### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

#### LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI15 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

#### CONTRACTING AUTHORITY:

**Daniel McRuer**

[dan.mcruer@pwgsc-tpsgc.gc.ca](mailto:dan.mcruer@pwgsc-tpsgc.gc.ca)

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI07 'Submission of Bid'.

### **SI02 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 or at e-mail address [dan.mcruer@pwgsc-tpsgc.gc.ca](mailto:dan.mcruer@pwgsc-tpsgc.gc.ca) as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 7 calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI04 BIDDERS' CONFERENCE**

A bidders' conference will be held by Microsoft Teams on March 16, 2021. The conference will begin at 11:00 am, Central Daylight Time (CDT). The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority (email to: [dan.mcruer@pwgsc-tpsgc.gc.ca](mailto:dan.mcruer@pwgsc-tpsgc.gc.ca)), the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than March 11, 2021 at 2:00 pm, Central Standard Time (CST). Interested bidders will be sent details on how to access the Microsoft Teams meeting.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## **SI05 OPTIONAL VIRTUAL SITE VISIT**

A Virtual Site Visit will be held by Microsoft Teams on March 23 and March 30, 2021, starting at 11:00 am, Central Daylight Time (CDT). It is recommended that bidders who intend to submit a bid attend or send a representative. Interested bidders are requested to communicate with the Contracting Authority to confirm attendance. Bidders should provide, in writing, to the Contracting Authority (email to: [dan.mcruer@pwgsc-tpsgc.gc.ca](mailto:dan.mcruer@pwgsc-tpsgc.gc.ca)), the name(s) of the person(s) who will be attending no later than one (1) day prior to the scheduled date. Interested bidders will be sent details on how to access the Microsoft Teams meeting. Bidders who do not attend will not be precluded from submitting a bid.

## **SI06 BID SECURITY REQUIREMENTS**

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follows:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
  - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; the digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
  - e. Submitting copies (**non-original, non-verifiable or scanned**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered to be valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

## SI07 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
  2. It is the Bidder's responsibility to:
    - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
    - b. In the case of submission by epost Connect, see instructions in SI07.2.ii below.
    - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
    - d. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
    - e. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
    - f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:
      - i. **HARD COPY Bid Submission**  
In the case of submission of a hard copy bid, send bid only to:  
  
Bid Receiving PWGSC  
Victory Building  
Room 310  
269 Main Street  
Winnipeg, Manitoba  
R3C 1B3
      - ii. **ELECTRONIC Bid Submission by epost Connect service**
        - a. Unless specified otherwise in the solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
        - b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:  
  
[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)
- Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.
- c. 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.
  - d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost

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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.

- e. 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 thirty (30) business days after the solicitation closing date and time.
  - f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - g. 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.
  - h. 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.
  - i. 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 Bidder 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.
  - j. 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.
  - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
3. The technical and price components of the bid must be submitted in separate sections as follows:
- a. The bid should be submitted following a "two-section" procedure of which is to include a technical and financial bid.
  - b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
    - Section One - Technical Bid;
    - Solicitation Number; and
    - Name of Bidder.
  - c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
    - Section Two - Financial Bid;
    - Solicitation Number; and
    - Name of Bidder.
4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
5. Bids and supporting information may be submitted in either English or French.



6. Unless otherwise specified in the Special Instructions to Bidders:
  - a. the bid shall be in Canadian currency; and
  - b. 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.

## **SI08 LATE SUBMISSIONS**

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI08.2. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
  - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
    - i. a CPC cancellation date stamp;
    - ii. a CPC Priority Courier bill of lading;
    - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent the day before the solicitation closing date.
  - b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

## **SI09 REVISION OF BID**

A bid may be revised by letter, epost Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 1-418-566-6167.

## **SI10 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES**

The following is an overview of the opening of the bids and the selection and evaluation procedures.

### **A. BID**

1. Bidders submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

## **B. Bid Opening, Selection and Evaluation Procedure;**

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
  - a. Section One "Qualifications" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.
  - b. Section Two - "Financial Bid": The Financial Bid will be a two part submission. The bid security component of the Financial Bid will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
3. The responsive bid carrying the lowest price will be recommended for contract award.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

### **S111 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

### **S112 DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **S113 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

## SI14 RIGHTS OF CANADA

1. Canada reserves the right to:
  - a. Reject any or all bids received in response to the bid solicitation;
  - b. Enter into negotiations with bidders on any or all aspects of their bids;
  - c. Accept any bid in whole or in part without negotiations;
  - d. Cancel the bid solicitation at any time;
  - e. Reissue the bid solicitation;
  - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
  - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

## SI15 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

### **GI07 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

## SI16 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form  
<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

Trade agreements  
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## **SI17 WCB AND SAFETY PROGRAM**

**MANDATORY HEALTH AND SAFETY** - for Work in the Province of Manitoba

### **WCB AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers Compensation Board *Experience and Industry Rating Statement - Manitoba*, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Manitoba only*) - Contractors having five (5) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

## **SI18 ELECTRONIC MEDIA PACKAGE**

### **AUTODESK BIM 360 REGISTRATION**

Due to the impacts from the COVID-19 pandemic, an "in-person" visit at the site is not feasible. A "virtual visit" electronic media package will be made available to bidders.

Upon request, all interested bidders will be given access to download additional information relating to the site through Autodesk BIM 360 file sharing software. To register, please email [dan.mcruer@pwgsc-tpsgc.gc.ca](mailto:dan.mcruer@pwgsc-tpsgc.gc.ca) requesting access to Autodesk BIM 360. Each Bidder will receive an email asking them to setup their personal profile in Autodesk BIM 360 in order to access the file sharing platform. Once setup, each bidder can access additional site information and site video(s).

## **R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)**

The following sections of clause R2710T are set out in Web site;

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/22>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1 General Provisions	R2810D	(2017-11-28);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2019-11-28);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2019-11-28);
GC6 Delays and Changes in the Work	R2860D	(2019-05-20);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2882D	(2019-11-28);
GC9 Contract Security	R2890D	(2018-06-21);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
Supplementary Conditions		
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING**

There is no security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

### **SC03 ASPHALT CEMENT PRICE ADJUSTMENT**

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
2. Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:

(Example based on a 5% increase)

$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$

- b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca/>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

#### **SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY REMOVE AND REPLACE GC9.2.2 with the following**

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
- 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
- 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
- 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.



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## SC05 WORKPLACE SAFETY AND HEALTH

### Workplace Safety and Health

#### 1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Workplace Safety and Health Act and Regulations, Manitoba, and for the duration of the Work:
- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
  - 1.1.2 assume the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
  - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
    - 1.1.3.1 assume, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
    - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

#### 2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
  - 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
    - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
    - 2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

#### 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

#### **MANITOBA**

Manitoba Labour  
Workplace Safety and Health Branch  
200 – 401 York Avenue  
Winnipeg, Manitoba, R3C 0P8  
Attention: Client Services  
Telephone: (204) 945-6848  
Facsimile: (204)9454556

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

**Bridge Deck Replacement and Rehabilitation, Lockport, Manitoba, St. Andrews Lock and Dam**

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Industrial Security Program Organisation Number (ISP ORG#) (when required)					

### BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of **60 days** following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in Contract Documents (CD) section.

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within **73 weeks** from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

--

Name and title of person authorized to sign on behalf of Bidder (Type or print)

--

Signature

--

Date

**APPENDIX 1 - COMBINED PRICE FORM**

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable taxe(s)
--

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
1.	03 01 30.07	Full Depth Concrete Repairs	m <sup>2</sup>	51		
2.	09 97 19	Coating Exterior Metal Surfaces	m <sup>2</sup>	112		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable taxe(s)						

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable taxe(s)
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**APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS**

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractors and Suppliers	Division
1		Division 01 - Temporary Works
2		Division 02
3		Division 03
4		Division 05
5		Division 07 – Waterproofing
6		Division 09 - Metallizing
7		Division 26 - Electrical
8		Division 31 - Earthworks
9		Division 31 - Piling
10		Division 32 - Retaining Walls
11		Division 32 - Roadworks

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**APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

(page 1 of 2)

**PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Bidders bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios\* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available on page 2 of 2.

If you accept fill out and sign page 2 of 2

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

**Voluntary Certification**  
(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Number of company employees:	
Number of apprentices planned to be working on this contract:	

Trades of those apprentices:


## APPENDIX 5 - QUALIFICATION FORM

Section One "Qualifications" will be reviewed prior to the price component of the Financial Bid. Section One will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.

### Mandatory Requirements:

Provide Project details including title, location, construction cost, dates, role, and client reference contact, as well as any other appropriate information to fully demonstrate the following:

- Demonstrate that the Prime Contractor (and/or Joint Venture partner) completed work on three (3) bridges within the last ten (10) years, each project to have a total construction value greater than \$10M. One of the bridges shall have been a steel truss bridge.  
Pass or Fail based on list of projects with supporting details.
- Demonstrate that the Bridge Jacking specialist (Prime Contractor or sub-contractor) has heavy lift experience dealing with bridge jacking of similar size and scope in the last 10 years.  
Pass or Fail based on previous project(s) and additional information to confirm similar size and scope.
- Demonstrate that the named Quality Manager has a professional certification (PEng, A.Sc.T, CET, etc) and minimum of ten (10) years' experience in monitoring an accepted quality management plan for construction of bridges, or other heavy civil projects, with a minimum construction value of \$10M.  
Pass or Fail with proof of current professional certification, and additional information to demonstrate required experience and project dollar amounts.
- Demonstrate that the named Traffic Signal Specialist is a Professional Engineer registered in the Province of Manitoba and has a minimum ten (10) years' experience in providing traffic signal design, and has specific experience in assessment and re-timing of traffic signals at intersections and service interchanges, utilizing commercial traffic modelling software (such as Synchro plus SimTraffic).  
Pass or Fail with proof of professional certification and additional information to demonstrate required experience.
- Demonstrate that the named Avian Ecologist has a minimum of ten (10) years' experience directly related to wildlife ecology in support of environmental construction monitoring, and has conducted:
  - aural and visual identification, and behavioural monitoring of migratory and non-migratory birds (e.g., point counts, breeding bird surveys), wildlife, and Species of Conservation Concern (SOCC) (including Species at Risk [SAR]) that have the potential to occur within an area;
  - Attracting/luring colonial songbird species to artificial nesting structures using audio/playback techniques and habitat modifications;
  - Conducting bird and wildlife habitat assessments, and identifying local flora and fauna (including SOCC and associated habitats);
  - Completing avian collision/mortality assessments and monitoring;
  - Conducting environmental construction monitoring.  
Pass or Fail based on list of projects with additional supporting details to outline required experience.
- Demonstrate that the Coating Firm (Prime Contractor or sub-contractor) holds a valid SSPC QP6 Thermal Spray (Metalizing) certification as developed by The Society For Protective Coatings under their Painting Contractor Certification Program.  
Pass or Fail based on providing certification.



**APPENDIX 6 – INDIGENOUS OPPORTUNITY CONSIDERATIONS****Basis of Selection - Highest Combined Rating of Indigenous Opportunity Considerations Merit and Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of “30” points overall for the IOC merit criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IOC merit and price. The ratio will be 10% for the IOC merit and 90% for the price.
4. To establish the IOC merit score, the overall IOC score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 10%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.
6. For each responsive bid, the IOC merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IOC score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of IOC merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 90/10 weighting of price and IOC merit, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Price (90%) and IOC Merit (10%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall IOC Score</b>	85/100	66/100	71/100
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>IOC Merit Score</b>	85/100 x 10 = 8.5	66/100 x 10 = 6.6
	<b>Pricing Score</b>	45/55 x 90 = 73.64	45/50 x 90 = 81.00
<b>Combined Rating</b>	82.14	87.60	97.10
<b>Overall Ranking</b>	3rd	2nd	1st

## **PART A – INDIGENOUS OPPORTUNITY CONSIDERATIONS**

### **Evaluation and Assessment of IOC Commitment**

Bidders should provide a written plan of engagements, measures and proposed procedures to be taken to deliver on the Indigenous training, labour, subcontracting/supplier commitments made below.

Bidders may use the attached Commitment Tables to supplement their IOC submission.

Bidders that do not provide sufficient documentation to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Conversely, one cannot change their commitments by providing additional information.

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

Below are examples of what a bidder may provide to demonstrate their commitments. Note, this is not an exhaustive list, bidders are responsible for providing sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments.

### **SUPPORTING DOCUMENTATION**

#### Training

- details on the type of training being offered and how it is relevant to the procurement;
- Identify the skills the training will develop;
- Anticipated duration of training;
- the number of Indigenous people to be trained;
- the type and level of accreditation being targeted? Certification, diploma, apprenticeship, designation, etc.;
- Identify any anticipated progression of training (ex. Start/end apprenticeship level); and
- additional details if any new capabilities will be developed.

#### Labour

- list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by on-site Indigenous people;
- names of individuals or companies contacted and the nature of the undertakings;
- details on the work to be carried out for each position proposed to be filled by Indigenous people;
- strategies for recruitment of Indigenous people;
- strategies for retention of Indigenous people for long-term, multi-year projects;
- strategies for succession planning; and
- strategies for staff management.

#### Subcontracting/suppliers

- names of companies contacted and the natures of the undertakings;
- list of specific Indigenous businesses that will be subcontractors/suppliers;
- the type of work to be carried out by Indigenous businesses; and
- how Indigenous Firms will be managed from developing sources of supply to administration

URL links to websites will not be considered.

**INDIGENOUS OPPORTUNITY CONSIDERATIONS CRITERIA**

ITEM	BID CRITERIA	Available Points								
1.0	Canada reserves the right to confirm validity of all declarations / commitments.									
1.1	<p><b>LABOUR</b></p> <p>Bidder will be evaluated on their firm commitment to employ on-site Indigenous people in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total on-site project hours that may or will be staffed by on-site Indigenous people. On-site Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>Indigenous people must meet the following criteria: 1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier.</p> <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>Total No. of on-site Indigenous Employee Hours for This Contract: _____ hrs (a) + Total on-site non-Indigenous Employee Hours for This Contract: _____ hrs (b) = Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c)</p> <p><b>(a) / (c) = % Commitment (d)</b></p> <table border="0"> <tr> <td>0 - 10% of total on-site labour hours</td> <td>0 - 20 points</td> </tr> <tr> <td>11 - 20% of total on-site labour hours</td> <td>21 - 30 points</td> </tr> <tr> <td>21 - 30% of total on-site labour hours</td> <td>31 - 39 points</td> </tr> <tr> <td>&gt;30% of total on-site labour hours</td> <td>40 points</td> </tr> </table> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>*** Deduction and Incentive Conditions will apply to this criterion.</p>	0 - 10% of total on-site labour hours	0 - 20 points	11 - 20% of total on-site labour hours	21 - 30 points	21 - 30% of total on-site labour hours	31 - 39 points	>30% of total on-site labour hours	40 points	/40
0 - 10% of total on-site labour hours	0 - 20 points									
11 - 20% of total on-site labour hours	21 - 30 points									
21 - 30% of total on-site labour hours	31 - 39 points									
>30% of total on-site labour hours	40 points									
1.2	<p><b>SUBCONTRACTORS/ SUPPLIERS</b></p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses</p> <p><b>Indigenous Subcontractors / Suppliers are defined as:</b></p> <ol style="list-style-type: none"> <li>1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Indigenous persons have majority ownership and control or a joint venture or consortium in which an Indigenous business or businesses as defined above have at least 51 percent ownership and control. <ul style="list-style-type: none"> <li>o The prime contractor/subcontractor/supplier must be the firm to perform the work/supply the goods/services/materials. Brokerage type/commission based transactions may not be wholly eligible for Indigenous Subcontracting/Suppliers points at the time of commitment or achievement. This includes facilitators/expeditors/licensed distributors/travel agencies etc., in this case, only the fees/mark-up will be eligible, unless the contractor can demonstrate that the final good(s) or service(s) was also provided by an Indigenous subcontractor/supplier. If a commitment is accepted at time of contract award, but is later determined to be a brokerage type/commission based transaction, it may not be counted</li> </ul> </li> </ol>	/40								

towards contractors' achievements and may result in the contractor being subject to a deduction.

- o Example: If a contractor hires an Indigenous owned travel agency to book flights, unless the flights are also booked with an Indigenous owned airline, only the value paid directly to the travel agency will count towards the contractor's commitment.

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

Value of Indigenous Contracting (contractor/subcontractor or supplier): \$ \_\_\_\_\_ (a) +  
 Value of Non-Indigenous Contracting (contractor/subcontractor or supplier): \$ \_\_\_\_\_ (b) =  
 Estimated value of Contract (must equal total bid price): \$ \_\_\_\_\_ (c)

**(a) / (c) = % Commitment (d)**

- |  |                |
|--|----------------|
| 0 - 10% of total on-site labour hours  | 0 - 20 points  |
| 11 - 20% of total on-site labour hours | 21 - 30 points |
| 21 - 30% of total on-site labour hours | 31 - 39 points |
| > 30% of total on-site labour hours    | 40 points      |

**NOTE:**

Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a "%” commitment is not sufficient to achieve points.

\*\*\* Deduction and Incentive Conditions will apply to this criterion.

**Training and Skills Development – Hours Commitment**

Bidders will be evaluated on their undertaking of a commitment with respect to delivery of skills developmental training, apprenticeship programs, school programs, internal/external training and other applicable training programs for Indigenous people of Canada.

- Bidders are to identify what training will consist of, the category of work, estimated number of hours, number of persons to be trained and the skills the training will develop (such as specialization, certification, or accreditation obtained)
- Apprenticeship or in-house and/or applicable training and skill development programs are considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.
- **Indigenous participation in training and skill development programs that are included in the scope of the contract are not eligible for consideration.**

Total Indigenous Training and Skills Development hours: \_\_\_\_\_ (T1)

**Score Calculations: Commitment**

For commitment, to establish the commitment score, each responsive bid will be prorated against the bidder proposing the highest commitment, where the proposal with the highest commitment receives full points.

1.3

/10

<u>Example</u>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Commitment (Hours)</b>	20	35	60
<b>Calculation of Points</b>	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100% of total points available

**NOTE:**

Bidders should provide the total hours and dollar values by populating Table 3 below to detail the Indigenous training and skills development hours and financial commitment. Simply indicating training and skills development hours and dollar values is not sufficient to achieve points.

\*\*\* Deduction and Incentive Conditions will apply to this criterion.

1.4	<p><b>Training and Skills Development – Financial Commitment</b> Bidder will be evaluated on the total dollar value commitment to train and develop skills for Indigenous people of Canada.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• Instructor rates, materials, and/ or other training/ skill development supplies required may be eligible for consideration.</li> <li>• External or third-party training costs may be eligible for consideration.</li> <li>• Scholarships, bursaries, and course sponsorships may be eligible for consideration.</li> <li>• Labour rates for apprenticeship on-the-job, or in-house training, and/ or other training/ skill development that has already been captured in 1.2 On-Site Labour – Financial Commitment cannot be captured in this criteria again.</li> </ul> <p style="text-align: right;">Total Indigenous Training and Skills Development hours: _____ (T2)</p> <p><b>Score Calculations: Commitment</b> For commitment, to establish the commitment score, each responsive bid will be prorated against the bidder proposing the highest commitment, where the proposal with the highest commitment receives full points.</p> <table border="1" data-bbox="219 829 1344 997"> <thead> <tr> <th><u>Example</u></th> <th><b>Bidder 1</b></th> <th><b>Bidder 2</b></th> <th><b>Bidder 3</b></th> </tr> </thead> <tbody> <tr> <td><b>Commitment ( \$ value)</b></td> <td style="text-align: center;">20</td> <td style="text-align: center;">35</td> <td style="text-align: center;">60</td> </tr> <tr> <td><b>Calculation of Points</b></td> <td style="text-align: center;">20/60 = 33% of total points available</td> <td style="text-align: center;">35/60 = 58% of total points available</td> <td style="text-align: center;">60/60 = 100% of total points available</td> </tr> </tbody> </table> <p>NOTE: Bidders should provide the total hours and dollar values by populating Table 3 below to detail the Indigenous training and skills development hours and financial commitment. Simply indicating training and skills development hours and dollar values is not sufficient to achieve points.</p> <p>*** Deduction and Incentive Conditions will apply to this criterion.</p>	<u>Example</u>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>	<b>Commitment ( \$ value)</b>	20	35	60	<b>Calculation of Points</b>	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100% of total points available	/10
<u>Example</u>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>											
<b>Commitment ( \$ value)</b>	20	35	60											
<b>Calculation of Points</b>	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100% of total points available											
<b>TOTAL POINTS AVAILABLE</b>		<b>/100</b>												

**PART B - BIDDER COMMITMENT**

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
2. Successful bidders that do not make IOC commitments in their bid will be ineligible to be assessed for an incentive in that category at the end of the contract. Bidders take note that a 0% commitment is considered to be no commitment.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Opportunity Considerations and periodically receive performance monitoring results.

**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. The successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a quarterly basis.
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. Canada reserves the right to verify any information provided in the IOC.
4. The IOC Certification and IOC Achievement Reports must be submitted prior to final payment with details how the Contractor met its IOC commitment.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a   1   % deduction.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority Name: \_\_\_\_\_

Email: \_\_\_\_\_

**Contractor Certification**

**INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.**

**COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT**

At time of bid submission, the following tables may be used by bidders as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

**TABLE 1 – On-site Indigenous Labour**

Total No. of on-site Indigenous Employee Hours for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total on-site Employee Hours (Indigenous and non-Indigenous) for This Contract

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Indigenous labour, non-Indigenous labour hours and the total project hours. NOTE: It is not necessary to identify non-Indigenous employees by name and position.	On-site Indigenous Employee Hours	On-site non-Indigenous Employee Hours
Total On-site Indigenous and non-Indigenous Employee Hours:		

**TABLE 2 – Indigenous Sub-Contracting/Suppliers**

Total Cost for Indigenous Subcontracting/Suppliers for This Contract \_\_\_\_\_ = \_\_\_\_\_ %  
Total Value of the Bid (at evaluation stage) Final Contract Value (at assessment stage)

NOTE: Verification of Indigenous businesses will be made in accordance with 1.2 Subcontractors/Suppliers.

Company Name	Description of Work	Value of Subcontract or Supplies / Services	Indigenous Company	Non-Indigenous Company
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**TABLE 3 – Indigenous Training**

Employment Type or Position	Type of Training and/or Skills Development	Number of Indigenous people to be Trained	Training and/or Skills Development Hours		Total Dollar Value	
					\$	
					\$	
					\$	
					\$	
					\$	
<b>Total</b>				<b>(T1)</b>	<b>\$</b>	<b>(T2)</b>



## **INDIGENOUS OPPORTUNITY CONSIDERATIONS INCENTIVE AND DEDUCTION CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of on-site Indigenous employee hours worked on the Contract and fails to fulfill their on-site Indigenous employment commitment, an amount of up to 4% of the final contract value may be deducted for non-performance. (Table 1A)
3. If the contractor does not meet the certified percentage of Indigenous subcontractors/Suppliers, and fails to fulfill their Indigenous subcontractors/suppliers commitment, an amount of up to 4% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor fails to fulfill their Indigenous training commitment, an amount of up to 2% of the final contract value may be deducted for non-performance. (Table 1C)
5. If the contractor hires additional on-site Indigenous labour above the established employment commitment certified in the bid, which results in Indigenous employment, the contractor may be eligible to request an incentive of up to 2% of the final contract value that may be paid to the contractor at the end of the project. (Table 2A)
6. If the contractor exceeds the percentage of Indigenous subcontractors/Suppliers commitment certified in the bid, the contractor may be eligible to request an incentive of up to 2% of the final contract value that may be paid to the contractor at the end of the project. (Table 2B)
7. If the contractor conducts additional Indigenous Training above the established training commitment, which results in Indigenous trainees developing skills as a result, the contractor may be eligible to request an incentive of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 2C and 2D)
8. Canada limits the maximum incentive to \$1,000,000.
9. Contractors who exceed the IOC commitment under one criterion but fall short on the other may be evaluated for a deduction and an incentive. The Indigenous Incentive and Deduction Conditions as specified above will be assessed based on the formulas identified herein.
10. 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 deductions owing and unpaid under this section.
11. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
12. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the incentive and deduction calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IOC calculation at the time of change order or amendment negotiation.

INDIGENOUS EMPLOYMENT INCENTIVE AND DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	<b>CONTRACTOR:</b>	
2	<b>Final Contract Value (included applicable amendments) (no GST)</b>	\$
3	<b>Certified on-site Indigenous employment commitment</b>	
	<b>Percentage of hours committed</b>	%
	<b>Percentage of hours achieved</b>	%
	<b>Met</b> - No applicable deduction or incentive. <b>Exceeded</b> - Assess the contractor for applicable incentive <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / exceeded / fell short</b>
4	<b>Certified Indigenous Sub-contracting/Supplier commitment</b>	
	<b>Percentage of bid value committed</b>	%
	<b>Percentage of contract value (including all applicable amendments) achieved</b>	%
	<b>Met</b> - No applicable deduction or incentive. <b>Exceeded</b> - Assess the contractor for applicable incentive <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / exceeded / fell short</b>
5	<b>Certified Indigenous training commitment</b>	
	<b>Hours proposed</b>	hrs
	<b>Hours achieved</b>	hrs
	<b>Met</b> - No applicable deduction or incentive. <b>Exceeded</b> - Assess the contractor for applicable incentive <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / exceeded / fell short</b>
6	<b>Certified Indigenous training commitment</b>	
	<b>Financial Commitment proposed</b>	\$
	<b>Financial Commitment achieved</b>	\$
	<b>Met</b> - No applicable deduction or incentive. <b>Exceeded</b> - Assess the contractor for applicable incentive <b>Shortfall</b> - Assess the contractor for applicable deduction	<b>Met / exceeded / fell short</b>
7	<b>COMMENTS</b>	
8	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Project Authority: _____ Contracting Officer (PWGSC): _____	

**TABLE 1A - ASSESSMENT OF ON-SITE INDIGENOUS  
LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b>										
	$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 4\% \times \text{Percent of labour points achieved at time of bidding}$	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

**TABLE 1B - ASSESSMENT OF INDIGENOUS  
SUB-CONTRACTING/SUPPLIER DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</b></p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
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3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (Final contract value) x 4 % x Percent of Sub-contracting points achieved at time of bidding	\$\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

<b>TABLE 1C - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</b></p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p><b>Note:</b> If (c) is ≤50%, Contractor will receive 0 points.</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	<b>40</b>	
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3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (final contract value) x 1.0% x Percent of training hour points achieved at time of bidding.	<b>\$</b>									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 1D - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</b></p> <p>Achieved \$: (a) Proposed \$: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p><math>(a) / (b) = (c) * 60</math></p> <p><b>Note:</b> If (c) is <math>\leq 50\%</math>, Contractor will receive 0 points.</p>	60									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	40	
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3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	100									
4	<b>TOTAL CALCULATED DEDUCTION</b> (100 - total assessed score)% x (final contract value) x 1.0% x Percent of training \$ points achieved at time of bidding.	\$									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

<b>TABLE 2A - ASSESSMENT OF ON-SITE INDIGENOUS LABOUR INCENTIVE</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>INCREASED ON-SITE INDIGENOUS LABOUR</b></p> <p>Calculate the percentage increase of Indigenous Labour for the Contract based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows: [(a) - (b)] / [100% - (b)] = (c) * 60</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to exceed the on-site Indigenous labour commitment.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td> <td>Demonstrated little to no effort to exceed the IOC commitment</td> <td>Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls	<b>40</b>	
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No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<p><b>RECOMMENDED INDIGENOUS LABOUR INCENTIVE</b> (final contract value) x <u>  2  </u>% x (total assessed score/100)</p>	<b>\$</b>									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

<b>TABLE 2B - ASSESSMENT OF INDIGENOUS SUB-CONTRACTING/SUPPLIER INCENTIVE</b>											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>INCREASED INDIGENOUS SUB-CONTRACTING/SUPPLIER:</b></p> <p>Calculate the percentage increase of Indigenous Sub-Contracting/Supplier costs for the Contract based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows: [(a) - (b)] / [100% - (b)] = (c) * 60</p>	<b>60</b>									
2	<p><b>CONTRACTOR DUE DILIGENCE:</b> Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase sub-contracting/supplier commitments.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td> <td>Demonstrated little to no effort to exceed the IOC commitment</td> <td>Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls	<b>40</b>	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls								
3	<b>TOTAL ASSESSED SCORE (1 + 2)</b>	<b>100</b>									
4	<b>RECOMMENDED INDIGENOUS SUB-CONTRACTING/SUPPLIER INCENTIVE</b> (final contract value) x <u>  2  </u> % x (total assessed score/100)	<b>\$</b>									
5	<b>COMMENTS/JUSTIFICATIONS:</b>										
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										



**TABLE 2C - ASSESSMENT OF INDIGENOUS TRAINING INCENTIVE HOURS**

ITEM#	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>CONTRACTOR DUE DILIGENCE:</b> Consideration for an incentive will be based solely on the contractor's ability to demonstrate diligent efforts to increase their Indigenous training guarantees and a qualitative assessment of the training and skills development provided to Indigenous persons.</p> <p><b>Training and Skills Development:</b> Contractor to detail how the training and skills development was maximized for Indigenous persons. See the following examples of information to demonstrate their efforts to increase their commitment and provide meaningful training opportunities:</p> <ul style="list-style-type: none"> <li>• details on the type of training provided and how it was relevant to the procurement</li> <li>• the names or number of persons training and hours of training for both Indigenous and non-Indigenous</li> <li>• details on the skills the training developed (if certificates are not available)</li> <li>• copy of certification or training certificates</li> <li>• details on progression of training eg. Start/end apprenticeship level</li> </ul> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" data-bbox="251 886 1205 1297"> <thead> <tr> <th data-bbox="251 886 430 917">0 points</th> <th data-bbox="430 886 669 917">2 points</th> <th data-bbox="669 886 946 917">6 points</th> <th data-bbox="946 886 1205 917">10 points</th> </tr> </thead> <tbody> <tr> <td data-bbox="251 917 430 1297">No information submitted to demonstrate efforts to exceed the IOC commitment</td> <td data-bbox="430 917 669 1297">Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.</td> <td data-bbox="669 917 946 1297">Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.</td> <td data-bbox="946 917 1205 1297">Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 10 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.	10	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.								
2	<b>TOTAL ASSESSED SCORE (out of 100)</b>	<b>100</b>									
3	<b>RECOMMENDED INDIGENOUS TRAINING INCENTIVE BONUS</b> (final contract value) x <u>  0.5  </u> % x (total assessed score/100)	\$									
4	<b>COMMENTS/JUSTIFICATIONS:</b>										
5	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project/Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

**TABLE 2D - ASSESSMENT OF INDIGENOUS TRAINING INCENTIVE \$**

ITEM#	REQUIREMENT	WEIGHT	SCORE								
1	<p><b>CONTRACTOR DUE DILIGENCE:</b> Consideration for an incentive will be based solely on the contractor's ability to demonstrate diligent efforts to increase their Indigenous training guarantees and a qualitative assessment of the training and skills development provided to Indigenous persons.</p> <p><b>Training and Skills Development:</b> Contractor to detail how the training and skills development was maximized for Indigenous persons. See the following examples of information to demonstrate their efforts to increase their commitment and provide meaningful training opportunities:</p> <ul style="list-style-type: none"> <li>• details on the type of training provided and how it was relevant to the procurement</li> <li>• the names or number of persons training and hours of training for both Indigenous and non-Indigenous</li> <li>• details on the skills the training developed (if certificates are not available)</li> <li>• copy of certification or training certificates</li> <li>• details on progression of training eg. Start/end apprenticeship level</li> </ul> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <table border="1" data-bbox="248 888 1206 1297"> <thead> <tr> <th data-bbox="248 888 430 919">0 points</th> <th data-bbox="430 888 670 919">2 points</th> <th data-bbox="670 888 950 919">6 points</th> <th data-bbox="950 888 1206 919">10 points</th> </tr> </thead> <tbody> <tr> <td data-bbox="248 919 430 1297">No information submitted to demonstrate efforts to exceed the IOC commitment</td> <td data-bbox="430 919 670 1297">Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.</td> <td data-bbox="670 919 950 1297">Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.</td> <td data-bbox="950 919 1206 1297">Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 10 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.	10	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.								
2	<b>TOTAL ASSESSED SCORE (out of 100)</b>	<b>100</b>									
3	<b>RECOMMENDED INDIGENOUS TRAINING INCENTIVE BONUS</b> (final contract value) x <u>  0.5  </u> % x (total assessed score/100)	\$									
4	<b>COMMENTS/JUSTIFICATIONS:</b>										
5	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Project/Technical Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

## **ANNEX A – INDIGENOUS OPPORTUNITY CONSIDERATIONS – ELIGIBILITY FOR INDIGENOUS PROCUREMENT**

This federal government procurement implements support for Indigenous economic development.

Bidders are requested to maximize Indigenous employment, subcontracting and training opportunities, and involve Indigenous businesses, in carrying out the work under this project.

This solicitation document includes socio-economic bid criteria that is practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Opportunity Considerations (IOC) and bidders propose Indigenous opportunities in their bid submission.

For purposes of interpretation:

“Indigenous Business” means an entity that meets the eligibility requirements for the [Aboriginal Procurement Set-Aside](http://www.sac-isc.gc.ca/eng/1100100032808/1612398410366) (<http://www.sac-isc.gc.ca/eng/1100100032808/1612398410366>).

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

**ANNEX B - CERTIFICATE OF INSURANCE**  
(Not required at solicitation closing)

**CERTIFICATE OF INSURANCE**  
**Page 1 of 2**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work <b>Bridge Deck Replacement and Rehabilitation, Lockport, Manitoba, St. Andrews Lock and Dam</b>	Contract No. ET025-212229/001/PWZ
	Project No. R.097504.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Pollution Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

**Builder's Risk / Installation Floater**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

**Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

