



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions  
Sherwood Business Centre  
161 St. Peters Road/  
161, rue St. Peters  
2nd Floor, Suite 204/  
2ième étage, pièce 204  
Charlottetown  
Prince Edward Island  
C1A 5P7  
Bid Fax: (902) 566-7514

**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  
Sherwood Business Centre  
161 St. Peters Road/  
2nd Floor, Suite 204  
Charlottetown  
Prince Ed  
C1A 5P7

<b>Title - Sujet</b> Daniel J. MacDonald (DJM) Building Daniel J. MacDonald (DJM) Building Modernization, Charlottetown, PE	
<b>Solicitation No. - N° de l'invitation</b> ED001-212664/B	<b>Date</b> 2022-06-13
<b>Client Reference No. - N° de référence du client</b> ED001-212664	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWC-034-4575
<b>File No. - N° de dossier</b> PWC-2-45003 (034)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2022-07-21</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stockman (PWC), Sonia	<b>Buyer Id - Id de l'acheteur</b> pwc034
<b>Telephone No. - N° de téléphone</b> (506) 961-7412 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC/TPSGC REAL PROPERTY - PROJECT MANAGEMENT ST. PETERS RD SUITE 204 CHARLOTTETOWN Prince Edward Island C1A5P7 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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**INVITATION TO TENDER**  
Daniel J. MacDonald (DJM) Building Modernization  
Charlottetown PE

**IMPORTANT NOTICE TO BIDDERS**

**TWO-ENVELOPE BID**

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

SI05 Mandatory/Optional Site Visit has changed

SI15 Security Clearance Requirements has changed

SI16 COVID-19 Vaccination Requirement and Certification has been added

SC04 Compliance with on-site measures, standing orders, policies, and rules has been added

APPENDIX 6 - COVID-19 Vaccination Requirement Certification has been added

**THIS DOCUMENT CONTAINS A SECURITY CLEARANCE REQUIREMENT**

For further instructions please consult “Special Instruction to Bidders”, SI15, “Security Clearance Requirements” and “Supplementary Conditions” SC01 “Security Clearance Requirements, Document Safeguarding Location”.

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 “Listing of Subcontractors and Suppliers” has been amended. See SI17 of the Special Instructions. **Failure to do so may result in the disqualification of its bid.**

## TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI) .....	4
SI01 INTRODUCTION .....	4
SI02 BID DOCUMENTS .....	4
SI03 ENQUIRIES DURING THE SOLICITATION PERIOD .....	4
SI04 INDUSTRY SESSION .....	5
SI05 OPTIONAL SITE VISIT .....	5
SI06 BID SECURITY REQUIREMENTS .....	6
SI07 SUBMISSION OF BID .....	7
SI08 LATE SUBMISSIONS .....	9
SI09 REVISION OF BID .....	9
SI10 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES .....	9
SI11 INSUFFICIENT FUNDING .....	10
SI12 DEBRIEFINGS .....	10
SI13 BID VALIDITY PERIOD .....	10
SI14 RIGHTS OF CANADA .....	11
SI15 SECURITY CLEARANCE REQUIREMENTS .....	11
SI16 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION .....	11
SI17 LISTING OF SUBCONTRACTORS AND SUPPLIERS .....	11
SI18 BID CHALLENGE AND RECOURSE MECHANISMS .....	12
SI19 WEB SITES .....	12
R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01) .....	13
CONTRACT DOCUMENTS (CD) .....	14
SUPPLEMENTARY CONDITIONS (SC) .....	15
SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENTS SAFEGUARDING .....	15
SC02 LIMITATION OF LIABILITY .....	15
SC03 INSURANCE TERMS .....	16
SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES .....	16
SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY .....	17
BID AND ACCEPTANCE FORM (BA) .....	18
BA01 IDENTIFICATION .....	18
BA02 LEGAL NAME AND ADDRESS OF BIDDER .....	18
BA03 THE OFFER .....	18
BA04 BID VALIDITY PERIOD .....	18
BA05 ACCEPTANCE AND CONTRACT .....	18
BA06 CONSTRUCTION TIME .....	18
BA07 BID SECURITY .....	18
BA08 SIGNATURE .....	18
APPENDIX 1 - COMBINED PRICE FORM .....	19
APPENDIX 2 – INTEGRITY PROVISIONS .....	21

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APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS .....	22
APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES .....	23
APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP) .....	25
APPENDIX 6 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION .....	38
APPENDIX 7 - APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities.....	39
APPENDIX 8 - CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING FORM	40
APPENDIX 9 - VOLUNTARY CERTIFICATION TO ADVANCE THE EMPLOYMENT OF WOMEN IN SKILLED TRADES .....	41
ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL).....	45
ANNEX B - CERTIFICATE OF INSURANCE .....	46
ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample).....	48

## **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 (2021-04-01)
  - 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 [Sonia.stockman@tpsgc-pwgsc.gc.ca](mailto:Sonia.stockman@tpsgc-pwgsc.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 10 business 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.

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## SI04 INDUSTRY SESSION

The Industry Session related to the tender and the Indigenous Participation Plan (IPP) will be held on Wednesday, June 22, 2022 from: 2:00 p.m. - 3:00 p.m. ADT via Zoom.

This session aims to help start the conversation and provide preliminary information to allow bidders to determine their IPP commitments. Bidders who do not participate in the session will not be precluded from submitting a bid.

Pre-Registration for this session is required. To register contact : Sonia Stockman via [sonia.stockman@pwgsc-tpsgc.gc.ca](mailto:sonia.stockman@pwgsc-tpsgc.gc.ca)

**Registration Deadline:** Monday, June 20th , 2022, 4:00 p.m. ADT

Please note official calendar invite will be sent 24 hours before the event and will include the Zoom details information.

Bidders will have an opportunity to ask questions at the end of this session and the official responses will be posted on [buyandsell.gc.ca](http://buyandsell.gc.ca). In the event that misinformation is inadvertently provided during the live session, the responses posted to [buyandsell.gc.ca](http://buyandsell.gc.ca) will be considered the official responses and may differ from the information provided during the session.

Any other enquiries regarding this ITT must be submitted in writing to the Contracting Authority as per section SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

## SI05 OPTIONAL SITE VISIT

1. There will be a site visit on Wednesday , June 29<sup>th</sup> at 9:00AM ADT

**Contractors interested in participating in the site visit are required to register with the Contracting Authority, Sonia Stockman, [sonia.stockman@pwgsc-tpsgc.gc.ca](mailto:sonia.stockman@pwgsc-tpsgc.gc.ca) by Monday, June 27, 2022 at 4:00pm.(ADT)**

**The contractors representative must follow all site guidelines related to Covid-19 and not have travelled internationally in the past 14 days, must not have symptoms of COVID-19, and must respect physical distancing measures while on site.**

2. **This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel.** The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

**Bidders must also complete and submit the following certification:**

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that will attend this site visit on the business' behalf are:

- (a) fully vaccinated against COVID-19; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

I certify that all personnel that will attend on behalf of \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the site visit. I understand that the certifications provided to Canada are subject to verification at all times. Canada reserves the right to request additional information to verify the certifications at all times. I also understand that Canada will declare a bid non-responsive or a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders who do not attend the site visit or do not send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **S106 BID SECURITY REQUIREMENTS**

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

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; all 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.

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## **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 Canada Post Corporation (CPC) Connect service, 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 CPC Connect submission as follows:

### **HARD COPY Bid Submission**

In the case of submission of a hard copy proposal, send its proposal only to:

**PWGSC Acquisitions  
Sherwood Business Centre  
161 St. Peters Road  
2nd Floor, Suite 204  
Charlottetown Prince Edward Island  
C1A 5P7**

### **i. ELECTRONIC Bid Submission by Canada Post Corporation (CPC) Connect service**

- a. Unless specified otherwise in the solicitation, bids may be submitted by using the CPC Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to solicitation issued by PWGSC is:

Atlantic(N.B/PEI): [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@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 CPC Connect conversation, as detailed in c., or to send proposals through an CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC 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 CPC 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 CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the

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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 CPC 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 CPC Connect message field of all electronic transfers.
  - g. It should be noted that the use of CPC 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 CPC Connect service.
  - h. For bids transmitted by CPC 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 CPC 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 CPC Connect service.
  - i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC 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 CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
  - k. A bid transmitted by CPC 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.

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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 CPC 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 CPC Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using CPC 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 CPC Connect service provided by CPC system that are acceptable to PWGSC is a CPC CPC Connect service date and time record indicated in the CPC 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, CPC Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 902-566-7514

## **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 "Technical Bid" will be reviewed prior to the price component of the Financial Bid. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document :

**See Appendix 5 - Mandatory Indigenous Participation Plan (IPP)**

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 Contractor selection will be based on the highest responsive combined rating of IPP and price. The ratio will be 15% for the IPP and 85% for the price.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

**SI11 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.

**SI12 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.

**SI13 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 SECURITY CLEARANCE REQUIREMENTS

1. **Application For Registration (AFR) form for Canadian legal entities and/or Initial International Security Screening (IISS) form for foreign suppliers.**  
All Bidders **must** provide a duly completed **AFR and/or IISS form** with their bid submission. Failure to comply with this requirement may result in the bid being declared non-compliant. The AFR (Appendix 7) and IISS (Appendix 8) forms and instructions are included in Appendices attached to this bid solicitation.
2. **Before award of a contract, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions.
3. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
4. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
5. For additional information on security requirements, bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## SI16 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Appendix 5),

This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

## SI17 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 may result in the disqualification of its bid.**

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## **S118 BID CHALLENGE AND RECOURSE MECHANISMS**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **S119 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 PWGWS-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, Contract Security Program  
<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  
<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>

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**R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS  
(GI) (2021-04-01)**

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

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## 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	(2019-05-30);
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.

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## SUPPLEMENTARY CONDITIONS (SC)

### SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENTS SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex A;
  - b) *Contract Security Manual* (Latest Edition).

### SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that

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the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.

5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 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.

### **SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

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**SC05 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.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Building Modernization – Daniel J. MacDonald, PE

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Contract Security Program Organisation Number (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 150 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 thirty-six (36) months 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

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

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Signature

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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 tax(es)
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**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, HST extra (PU)	Extended Amount, HST extra; (EQ x PU)
1.	Section 02 66 00, Fuel Storage System Removal, 1.2	Provide Labour, Plant, Material, Products, equipment, services, overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the excavation, remediation and disposal of contaminated soils in the event that they are encountered during removal of underground fuel tanks soil testing. This Price represents the actual installed cost.	Cubic Meters	75		
2.	Section 03 01 37, Concrete Restoration, 3.5.1	Provide Labour, Plant, Material, Products, equipment, services, overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the Surface Repair Type A – Shallow Repair as specified. This Price represents the actual installed cost.	Square Meters	1,500		
3.	Section 03 01 37, Concrete	Provide Labour, Plant, Material, Products, equipment, services,	Square Meters	500		

	Restoration,3.5.2	overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the Surface Repair Type B – Horizontal Repair as specified. This Price represents the actual installed cost.				
4.	Section 03 01 37, Concrete Restoration,3.5.3	Provide Labour, Plant, Material, Products, equipment, services, overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the Surface Repair Type C – Crack Repair as specified. This Price represents the actual installed cost.	Linear Meters	1,000		
5.	Section 03 01 37, Concrete Restoration,3.5.4	Provide Labour, Plant, Material, Products, equipment, services, overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the Surface Repair Type D – Vertical Repair as specified. This Price represents the actual installed cost.	Square Meters	500		
6.	Section 03 54 16, Self -Levelling Floor Underlayment , 1.4.1	Provide Labour, Plant, Material, Products, equipment, services, overhead, profit, duties and all other related charges (excluding Harmonized Sales Tax) for the supply and installation of self-levelling underlayment to the specified tolerances. This Price represents the actual installed cost.	Cubic Meters	375		

<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(e)s					
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<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(e)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 2-Demolition and Abatement
2		Division 3 – Concrete
3		Division 5 – Metals
4		Division 8 - Aluminum Curtainwall and Windows (08 11 17, 08 42 33, 08 44 13, 08 80 00, 08 80 15)
5		Division 9 - Drywall (09 21 16, 09 22 16, 09 25 13, 09 51 13, 09 51 27, 09 80 00)
6		Division 21 - Fire Suppression
7		Division 22 – Plumbing
8		Division 23 – HVAC
9		Division 25 – Integrated Automation
10		Division 26 – Electrical

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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 journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons 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:


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## APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP)

### DANIEL J. MACDONALD GOCB – MODERNIZATION PROJECT

#### **PART A - Information**

##### **1. Preamble**

The Government of Canada (Canada) is the owner of the Daniel J. MacDonald (DJM) building, located at 161 Grafton Street, Charlottetown, Prince Edward Island, and is responsible for operations and maintenance of the facility. This project was initiated to implement an upgraded replacement to the Daniel J MacDonald Building's mechanical and electrical systems, upgrade necessary safety equipment, and complete a new fit-up to GC Workplace standards.

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous people. This invitation to tender requires bidders to include an Indigenous Participation Plan (IPP) for meaningful employment and training opportunities for Indigenous peoples throughout the duration of the project.

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

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

##### **Indigenous Participation Plan (IPP)**

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

The Bidder shall include Indigenous Participation that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value as detailed in Parts B Evaluation Criteria and C IPP Bidder Proposal Form.

For a bid to be responsive and be assigned points, the Bidder must provide completed tables in Annex C providing minimum commitments for each criterion in Annex B – Evaluation Criteria

The Bidder's proposal is to include a clear description of the mandatory 5% minimum Indigenous Participation on the total contract value that will be achieved through Businesses, including Goods, Services, and Sub- Contracting and the optional maximum 1% of Indigenous Participation committed to Human Resources and Skills Development.

Involvement of Indigenous Nations should follow: Any Indigenous Nation located in Prince Edward Island, any Indigenous Nation within the traditional national territory of the Mi'kmaq, known as Mi'kma'ki (PEI, NB, NS and the Gaspé region of Quebec), any Indigenous Nation in the rest of Canada.

##### **1.1 Requirements for Bidders**

The IPP shall include a clear statement of the minimum amount of Indigenous Participation that the Bidder proposes to provide, expressed in dollars and as a percentage of the total contract value. The minimum benefits must not be less than that detailed in the proposal as a minimum requirement. The successful Bidder is required to submit the Final Indigenous Participation Plan for Canada's approval within 60 days after Contract Award.

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## 1.2 Transactions

Each item of Indigenous Participation shall be detailed in transaction form, detailing the Participation, the amount of work involved, and a description of the lasting value to be achieved.

### 1.3 Indigenous Engagement

#### **1.3.1 Goods and Services - Mandatory minimum 5% of contract value (see part B Evaluation Criteria for full details)**

The IPP must include a clear statement of their amount of Indigenous Participation as per Part B Evaluation Criteria that the Bidder proposes to provide, expressed as a percentage of the total contract value with an Indigenous business.

An Indigenous business can be:  
a band as defined by the Indian Act

- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Indigenous persons have at least 51% ownership and control.

An Indigenous business can also be a joint venture consisting of 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.

Bidders can consult the Indigenous Business Directory for Indigenous businesses registered with the Government of Canada:

<https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>

If the bidder engages with an Indigenous business that is not registered with the Indigenous Business Directory, and wants the business to qualify as part of the 5%, the Indigenous business must meet the eligible criteria, as per the link above and the Indigenous Business must complete the registration process to be considered. The bidder is responsible for ensuring the Indigenous Business completes the registration before bid closing.

#### **1.3.2 Optional- 1% Human Resources Plan and Skills Development Plan (Training) (see part B Evaluation Criteria for full details)**

*Bidders are encouraged to offer Indigenous Participation up to a maximum of 1% of contract value for Human Resources and Skills Development. If the bidder chooses to include engagement in this manner, the bidder must offer 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan. The total offer of the participation must not exceed 1% of the bidders Contract Price for the above. Bidders who propose engagement over 1% in these categories will not be given extra points during the evaluation process. Bids will be evaluated on values up to 1% of Contract Price only.*

If the bidder chooses to include a Human Resources Plan and a Skills Development Plan in their IPP, the Human Resources Plan must address the following:

- 1) Details on the work to be carried out for each position proposed to be filled by an Indigenous person;
- 2) A list identifying trades types including total hours proposed for each, rate of pay per hour (see allowable and non-allowable expenses);
- 3) Strategies for recruitment of Indigenous persons; and, Staff management. (Identify if employees will be directly hired by the General Contractor or hired via a sub-contracted business from Indigenous

And;

The Skills Development Plan must address the use of the following where appropriate scope applies :

- a) Apprenticeship programs;
- b) Pre-professional programs;
- c) Post Secondary School programs;
- d) OHS Training; and
- e) In-house company training programs

### **1.3.3 Allowable Expenses**

The following defines what is allowable as an expense for the Human Resources and the Skills Development Plan (Training) .

**1.3.3.1** Allowable costs associated with labour carried out by an Indigenous person with a Non-Indigenous Business are: direct salaries, direct benefits (including, but not limited to health, pension and vacation); and,

**1.3.3.2** Allowable costs associated with work placed with a Non-Indigenous Business are those costs (including, but not limited to, direct costs, overhead, general and administrative) that are for the purpose of meeting specialised training or skills development criteria specified in the bidders IPP.

### **1.3.4 Non-allowable Expenses**

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

**1.3.4.1** Costs associated with labour carried out by an Indigenous person that are payroll levies (such as: overhead, general and administrative, and profit);

**1.3.4.2** Costs associated with labour carried out by non-Indigenous persons that are direct salaries;

**1.3.4.3** Costs associated with work placed with Indigenous firms are those costs (including, but not limited to: direct costs, overhead, general and administrative and profit) that are paid to non-Indigenous firms; and,

**1.3.4.4** Costs associated with an Indigenous firm purchasing goods and/or services from a non-Indigenous firm; unless for the purpose of that detailed in 1.3.3.2.

## **1.4 Amendment of Indigenous Participation Plan**

At any time during the contract, the Contractor may propose amendments to the IPP to the PSPC Representative. Any such proposal must include a justification for the change and a detailed explanation. The Indigenous Participation are not to be reduced in quantity or quality. Canada shall provide comments or agreement within 15 working days. Canada is under no obligation to accept any such proposal, regardless of its content or justification.

## **2 Other Requirements**

### **2.1 Quality of the Participation**

The Contractor shall remain involved and lead all IPP initiatives. The Contractor shall assign a delegated representative for this role, however, they remain responsible and accountable;

The Contractor shall remain involved and responsible for organizing, scheduling, and coordinating of training and skills development for Indigenous employees hired for the contract.

The Contractor shall remain involved and responsible for ensuring Indigenous people and/or businesses via the IPP, have appropriate guidance and assistance (e.g., in securing any required trainings, permits, etc.) that may be required to be allowed work on the Contractor's work site.

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## 2.2 Assessment of Participation

PSPC will carry out a bi-monthly assessment of the Indigenous Participation achieved compared against the approved Indigenous Participation Plan. Canada's review shall be completed within 2 weeks after receipt of the Bi-monthly Report described in paragraph 3.1 below.

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

## 3 Reporting Requirements

### 3.1 Indigenous Participation Plan Bi-Monthly Reporting

The Contractor must provide a detailed report, detailing the Indigenous Participation accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe;

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

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

### 3.2 Indigenous Participation Plan Final Report

The Contractor must provide a detailed report on the IPP accomplished throughout the project. This report must be provided to the PSPC Representative within two (2) months of the completion of the work.

### 3.3 Submission of Documents

The documents detailed above shall be submitted in electronic format (PDF). All submissions shall be signed and dated by the Contractor.

## 4. Mandatory Requirements

### 4.1 Minimum Value of Indigenous Participation

4.1.1 Each Bidder must offer Indigenous Participation of Goods and Services as per Part B – Evaluation Criteria that has a total value of at least 5% of the Total Contract Price. **Failure to meet the minimum requirement will result in the tender being declared non-responsive and will receive no further consideration.** In PART C – IPP Bidder Proposal Form, the Bidder shall identify the percentage of the IPP.

4.1.2 Bidders are encouraged to offer Indigenous Participation up to a maximum of 1% of contract value for Human Resources and Skills Development as per Part B Evaluation Criteria. If the bidder chooses to include engagement in this manner, the bidder must offer 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan. The total offer of the participation must not exceed 1% of the bidders Contract Price.

### 4.2 Indigenous Participation Plan (IPP)

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

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### 4.3 Indigenous Content Certification

Each Bidder must certify the level of Indigenous content contained in its proposal by signing their IPP Proposal. See PART C - IPP Bidder Proposal Form.

## 5. Rated Requirements

### 5.1 Quality of the Participation

While Indigenous participation in the work is a mandatory requirement, it is a rated requirement that this participation be of a lasting, sustainable, and meaningful nature. These requirements may be met by the Contractor or by any of its subcontractors on the Indigenous Business Directory [Indigenous Business Directory \(sac-isc.gc.ca\)](http://www.sac-isc.gc.ca).

### 5.2 Assessment of Benefits

Further details regarding meetings, progress reporting, and look ahead schedules required during the life of the contract are detailed in Division 01 of the Contract Specifications;

Canada will carry out a final assessment of the Indigenous Participation achieved compared against the Indigenous Participation Plan. Canada's review shall be completed within 1 month after receipt of the Final Report (see 3.2 Indigenous Participation Plan Final Report); and, The assessment shall compare the Indigenous Participation forecast in each transaction against actual results accomplished by the Contractor and its subcontractors. The assessment shall examine each transaction and report on whether or not the transaction was completed and whether or not the objectives of the transaction were accomplished. If any objectives were not met, the report shall, if possible, identify why not and provide any lessons learned that can be applied in the future.

## PART B - Evaluation Criteria

### 1. Evaluation and Assessment of Indigenous Participation Plan (IPP)

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

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

Each Bidder must offer Indigenous Participation, which have a mandatory total value of at least 5% of the Total Contract Price under – Goods and Services. Failure to meet the minimum requirement will result in the tender being declared non-responsive and will receive no further consideration. In addition, the Human Resources Plan and the Skills Development Plan (Training) will also be evaluated as outlined below forming 20 / 100 points total of the final contract weighting.

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

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

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

### 2. Contractor Selection

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

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

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

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

**Examples of weighting:** 85% Price and 15% IPP

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

\* Successful Bidder

**3. Evaluation Criteria**

<b>BID CRITERIA</b>	<b>AVAILABLE POINTS</b>																
<i>PSPC reserves the right to confirm validity of all declarations / guarantees</i>																	
<p><b>A. <u>Goods and Services - Mandatory 5% contract value</u></b></p> <p><b>The Bidder shall include a clear statement of their amount of Indigenous Participation with an Indigenous business that the Bidder proposes to provide, expressed as a percentage of the total contract value.</b></p> <p>An Indigenous business can be:</p> <p>a band as defined by the Indian Act</p> <ul style="list-style-type: none"> <li>• a sole proprietorship</li> <li>• a limited company</li> <li>• a co-operative</li> <li>• a partnership</li> <li>• a not-for-profit organization</li> </ul> <p>in which Indigenous persons have at least 51% ownership and control.</p> <p>An Indigenous business can also be a joint venture consisting of 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business, provided that the Indigenous business or businesses have at least 51% ownership and control of the joint venture.</p> <p>Percentages must be supported by a list of specific subcontractor/suppliers that can be confirmed on the Indigenous Business Directory as subcontractors.  <a href="https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658">https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658</a></p> <p>If the bidder engages with an Indigenous Business that is not registered with the Indigenous Business Directory, the Indigenous Business must meet the eligible criteria, as per the link above and the Indigenous Business must complete the registration process to be considered as part of the mandatory 5% engagement. The bidder is responsible for ensuring the Indigenous Business completes the registration before bid closing.</p> <p>The scope of work proposed of any subcontractor or supplier must also be clearly defined in the IPP by the bidder. List all anticipated services, materials, and/or equipment anticipated for each listed subcontractor or supplier. Bidders are encouraged to use PART C - Bidder Proposal Form.</p> <p><u>Points will be assigned based on a percentage % of the total points available. Each responsive bid will be prorated against the bidder proposing the highest percentage of Business Plan related benefit to a maximum of 10%</u></p> <p><b>Mandatory Goods and Services - 5% - total 80 Points Evaluation Example:</b></p> <table border="1"> <thead> <tr> <th></th> <th>Bidder A</th> <th>Bidder B</th> <th>Bidder C</th> </tr> </thead> <tbody> <tr> <td>Percentage of Goods and Services</td> <td>10%</td> <td>5%</td> <td>7%</td> </tr> <tr> <td>Points</td> <td>8</td> <td>5</td> <td>7</td> </tr> <tr> <td>Calculation of points</td> <td>8/8 = 100% 80 Points</td> <td>5/8=63% 63 50.4 Points</td> <td>7/8 = 87.5% 69.6 points</td> </tr> </tbody> </table> <p>There can be no overlap of salaries from human resources, goods &amp; services, and skills development.</p>		Bidder A	Bidder B	Bidder C	Percentage of Goods and Services	10%	5%	7%	Points	8	5	7	Calculation of points	8/8 = 100% 80 Points	5/8=63% 63 50.4 Points	7/8 = 87.5% 69.6 points	<p><b>80 Points</b></p>
	Bidder A	Bidder B	Bidder C														
Percentage of Goods and Services	10%	5%	7%														
Points	8	5	7														
Calculation of points	8/8 = 100% 80 Points	5/8=63% 63 50.4 Points	7/8 = 87.5% 69.6 points														

<p><b><u>OPTIONAL- HUMAN RESOURCES AND SKILLS DEVELOPMENT PLAN</u></b></p> <p><i>Bidders are encouraged to offer Indigenous Participation up to a maximum of 1% of contract value for Human Resources and Skills Development. If the bidder chooses to include engagement in this manner, the bidder must offer 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan. The total offer of the participation must not exceed 1% of the bidders Contract Price for the above. Bidders who propose engagement over 1% in these categories will not be given extra points during the evaluation process. Bids will be evaluated on values up to 1% of Contract Price only.</i></p> <p><b><u>The human resources and skill development plan combine for 20 points based on a maximum contract value of 1% (in addition to the 5% outlined under the mandatory business plan).</u></b></p> <p><b><u>B. Human Resources Plan</u></b></p> <p>The Bidder shall include a clear statement of their amount of Indigenous Participation that the Bidder proposes to provide, expressed in percentages of contract value.</p> <p>The contract value percentage is to relate specifically to on-site labour hours and is to be presented as a percentage of contract value. An example of how to determine this percentage is listed below.</p> <p>Labour hours presented as a percentage of contract value must be supported by a list of <u>specific positions, hourly pay, and total project hours that will be staffed/assigned specifically to work on the project.</u> Employment will be confirmed during activities based on supporting documentation provided by the Contractor to the PSPC Departmental Representative as and when required.</p> <p>The Human Resources Plan shall be in sufficient detail to allow PSPC to assess the quality and value of the Indigenous Participation proposed as well as the probability of meeting the objectives contained in the Bidder's proposal.</p> <p>Bidders are encouraged to use PART C – IPP Bidder Proposal Form.</p> <p>The Human Resources Plan must include details how the Bidder intends to maximize the use of Indigenous employment. The Human Resources Plan <u>must</u> address the following:</p> <ol style="list-style-type: none"><li>1) Details on the work to be carried out for each position proposed to be filled by an Indigenous person;</li><li>2) A list identifying trades types including total hours proposed for each, rate of pay per hour (see allowable and non-allowable expenses);</li><li>3) Strategies for recruitment of Indigenous persons; and,</li><li>4) Staff management. (Identify if employees will be directly hired by the General Contractor or hired via a sub-contracted business from Indigenous communities on Prince Edward Island .</li></ol>	<p style="text-align: center;"><b>20 Points</b></p>
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**C.Skills Development Plan (Training)**

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

The Skills Development Plan must include details how the Bidder intends to maximize the training and skills development of Indigenous persons in the following priority: Prince Edward Island, any Indigenous Nation within the traditional national territory of the Mi'kmaq, known as Mi'kma'ki (PEI, NB, NS and the Gaspé region of Quebec), any Indigenous Nation in the rest of Canada.

The Skills Development Plan may address the use of the following where appropriate scope applies :

- a) Apprenticeship programs;
- b) Pre-professional programs;
- c) Post Secondary School programs;
- d) OHS Training; and
- e) In-house company training programs.

The Skills Development Plan shall address how training of Indigenous people will be managed. It shall also address the capacity of Bidder's staff to supervise, monitor, support and coordinate trainees as well as the availability of training facilities.

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

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count.

To establish the total training score, training hours will be multiplied by the wages and added to the cost for courses.

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

There can be no overlap of salaries from human resources, goods & services, and skills development. Bidders are encouraged to use PART C – IPP Bidder Proposal Form.

e

	Bidder A	Bidder B	Bidder C
Estimated Human resources contract value	\$5000	\$5000	\$7000
Estimated hours	20 hour x \$20.00 = \$400.00	5 hour X \$25.00 = \$875.00	10 hour x \$20.00 = \$1,200.00
Estimated Courses	\$2,300.00	\$2,000.00	\$1,000.00
	7,700.00	7,875.00	9,200.00
Estimated allocation of points	7,700/9200 6% = 16.73 points	7,875/9200 = 5% = 17.11 points	9,200/9200 = 5.5% = 20 Points

**TOTAL POSSIBLE POINTS**

**100 Points**







**PART D – BI-MONTHLY CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor, only the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IPP portion of their bid. The following table must be completed bi-monthly. PSPC reserves the right to audit the content of the report at any time. The Contractor must provide upon request detailed information such as invoices, work logs, payroll receipts, training records, etc;
2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe;
3. Information provided may be subject to verification;
4. The IPP Contract Achievement Reporting and Certification must be submitted bi-monthly;
5. Commitments made by the Contractor will be subject to GC5.5.3 and GC5.6.3;
6. Modifications to IPP are not permitted without written approval from Canada. Such approvals shall be issued by Canada in the form of a zero dollar (\$0) Change Order; and,
7. Comply with the request to submit the certification and report within one (1) month of contract completion. Delivery of the Final report will be deemed to represent five (5) percent of the total IPP dollar value and shall only be paid following delivery of this Final report. Failure to comply will result in this requirement being considered as an outstanding deliverable.

Return Reports to:  
 Project Authority Name:  
 Email:

REPORT FOR THE PERIOD ENDING: \_\_\_\_\_

EXAMPLE

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

**APPENDIX 6 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (first and last name), as the representative of  
\_\_\_\_\_ (name of business) pursuant to  
\_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that  
\_\_\_\_\_ (name of business) will provide on this Contract who access federal  
government workplaces within Canada where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
  - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
  - (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;
- until such time that Canada indicates that the mandatory vaccination requirements of the Mandatory Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Solicitation No. - N° de l'invitation  
ED001-212664/B  
Client Ref. No. - N° de réf. du client  
R.056687.005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWC-2-45003

Buyer ID - Id de l'acheteur  
pwc034  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX 7 - APPLICATION FOR REGISTRATION (AFR) FOR CANADIAN LEGAL ENTITIES**

See attached



## CONTRACT SECURITY PROGRAM (CSP)

### Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
  - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Stock exchange identifier (if applicable);
    - Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
    - Ownership structure chart is mandatory
  - **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships that join together to carry on a trade or business.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status, ie. partnership agreement;
    - Provincial partnership name registration (if applicable);
    - Ownership structure chart
  - **Sole proprietor** refers to the owner of a business who acts alone and has no partners.  
Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document
  - **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status such as acts, charters, bands, etc.
    - Ownership structure chart and management structure chart
- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

### Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address (site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
  - an employee of the organization;
  - physically located in Canada;
  - a Canadian citizen\*; and
  - security screened at the same level as the organization (in some cases alternates may require a different level).

\*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.



## CONTRACT SECURITY PROGRAM (CSP)

### Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section D - Board of Directors

- List **all** members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
  - **Direct (or registered) ownership** are **all** owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
  - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

### Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.




## CONTRACT SECURITY PROGRAM (CSP)

### APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

**NOTE:**

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION	
1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
3. Type of organization - <b>Indicate the type of organization and provide the required validation documentation (select one only)</b>	
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Private <input type="checkbox"/> Public <input type="checkbox"/> Other (specify)	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION B – SECURITY OFFICERS

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

#### For Document Safeguarding Capability ONLY:

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

### SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION D – LIST OF BOARD OF DIRECTORS

Add additional rows or attachments as needed

Position Title on the Board	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

### SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

**Note: The organization structure chart with percentages of ownership must be included with your submission**

#### SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

Ownership - Level 1 (Direct Parent)				
Name of organization or individual				
Address				
Type of entity (e.g. private or public corporation, state-owned)				
Stock exchange identifier (if applicable)				
Facility security clearance (FSC) yes/no				
Percentage of ownership				
Country of jurisdiction or citizenship				




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION E-2 - OWNERSHIP LEVEL 2

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-1 (Level 2)

Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

### SECTION E-3 - OWNERSHIP LEVEL 3

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)

**Add additional rows or attachments as needed**

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

### SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

### FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM

Recommendations	
Recommended by e-signature	Approved by e-signature

Solicitation No. - N° de l'invitation  
ED001-212664/B  
Client Ref. No. - N° de réf. du client  
R.056687.005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWC-2-45003

Buyer ID - Id de l'acheteur  
pwc034  
CCC No./N° CCC - FMS No./N° VME

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## **APPENDIX 8 - CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING FORM**

See attached Contract Security Program (CSP) Initial International Security Screening Form



## CONTRACT SECURITY PROGRAM (CSP) INITIAL INTERNATIONAL SECURITY SCREENING FORM

### Purpose

The purpose of this form is to initiate the security screening process for foreign suppliers who will need access to Canadian Protected/Classified information/assets/sites under a Government of Canada contract or Multinational Program processed by the Canadian Contract Security Program (CSP). The information provided may be disclosed to the Royal Canadian Mounted Police and Canadian Security Intelligence Service to conduct the requisite checks and/or investigation. Additionally, the information may be disclosed to and used by other Government of Canada institutions that may require this information as part of their functions or investigation under Canadian Law or for security assurances from foreign data protection authorities or industrial security programs of foreign governments.

The role of the Designated Security Authority for Canada (Canadian DSA) is performed by the International Industrial Security Directorate under the Contract Security Program and is the Canadian authority for confirming compliance with the Canadian national and international security requirements involving foreign suppliers.

### Instructions for completing this form

#### General

- This form and the additional documentation required must be provided in English or French.
- In any instance where this form does not allow enough space for a complete answer, please include additional pages and/or table rows as required.
- Refusal to provide the information, the provision of false statement, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will result in a denial or revocation of eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites.

#### Section A - Business Information

- You must provide all required documentation (outlined below) in relation to the type of company or corporate entity. Company or corporate entity's organization chart is mandatory for all types of entity.
- **Legal name of the company or corporate entity** refers to the legal name of the company or corporate entity as it is registered with the relevant foreign government authorities.
- **Business or trade name** refers to the name which a business trades under for commercial purposes, although its registered legal name used for contracts and other formal situations, may be another name.
- **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Stock exchange identifier (if applicable); and
  - Certificate of Incorporation, compliance, continuance, etc.
- **Partnership** refers to a voluntary contract between two or more competent persons to place their money, effects, labor, and skill, or some or all of them, in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Evidence of legal status (e.g. partnership documentation).
- **Sole proprietor** refers to the owner of a business who acts alone and has no partners. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - Government registration documentation; and
  - Other (e.g. Master Business License).
- **State-owned entity** refers to a state-owned enterprise or government-owned enterprise where the government or state has significant control over this business entity through full, majority, or significant minority ownership. Provide the following additional information to substantiate this type of company or corporate entity selection:
  - National Law, Act or policies defining the entity; and
  - Evidence of legal status.



- **Other** (e.g. letters of patent, universities, financial institutions, unincorporated companies). Provide the following information to substantiate this type of company or corporate entity selection:
  - Evidence of legal status;
  - National laws and Acts; and/or
  - Charters.
- If the company or corporate entity is already registered in an industrial security program from the National Security Authority (NSA) or Designated Security Authority (DSA) of the relevant country, indicate the security level of its facility clearance and its date of validity.
- Indicate the name of the national Data Protection Authority (DPA) responsible for the protection of personal information in the country where the company or corporate entity is located and indicate the title of the legislation defining this authority.

### Section B – Company Security Officer (CSO)

- Identify the individual that will be nominated as the company or corporate entity's Security Officer (hereinafter referred to as Company Security Officer (CSO)) who will be responsible for ensuring compliance with the security requirements of the Government of Canada contract or multinational program.
- The CSO **must** be:
  - an employee of the company or corporate entity; and
  - be security assessed at the same level as the company or corporate entity.
- The CSO must notify the Contract Security Program of any structure changes of the ownership for the company or corporate entity, including changes of the membership of its Board of Directors and the change of the nominated CSO.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

### Section C – List of Board of Directors

- List all members of the company's Board of Directors. Applicants are to add additional rows to the section if required.
- **Citizenship** refers to the status of being a citizen. A citizen is a person who, by either birth or naturalization, is a member of a political community, owing allegiance to the community and being entitled to enjoy all the civil rights and protections.
- For the purposes of the Contract Security Program, the term **Country of Primary Residence/National Domicile** refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.

### Section D - Ownership Information

- For the purposes of the Contract Security Program, the following interpretations are applicable:
  - **Direct (or registered)** owners are owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
- **Parent company or corporate entity** refers to a company or corporate entity which owns and/or controls controlling interest (e.g. voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section E - Certification and Consent

- Only an individual identified in Section C may complete this section.



**IMPORTANT NOTE:** The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this screening form will prohibit your eligibility to perform on contracts or multinational programs requiring access to Canadian Protected/Classified information/assets/sites. An incomplete form will not be processed by the Contract Security Program and will be returned to you.

SECTION A - BUSINESS INFORMATION		
Complete Section A and provide the required documentation identified in the instructions above.		
1. Legal name of the company or corporate entity		
2. Business or trade name (if different from legal name)		
3. Type of company or corporate entity (Indicate the type of organization and provide the required validation documentation) (select one only)		
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Private or Public) <input type="checkbox"/> State-owned entity <input type="checkbox"/> Other, specify:		
4. Provide a brief description of your company or corporate entity's general business activities		
5. Business (Head office) civic address		
6. Mailing address (if different from business civic address)		
7. Company or corporate website (if applicable)		
8. Business Identifier Number if applicable (e.g. CAGE/NCAGE code)	9. Telephone number (include country code and extension number if any)	10. Facsimile number if applicable (include country code)
11. Number of employees in your company or corporate entity	12. Number of employees who require access to Canadian Protected/Classified information/assets/sites	
13. Indicate the valid facility security level of the company or corporate entity granted by the relevant National Security Authority or Designated Security Authority (indicate NIL if none)	14. Provide the date of the validity of the facility clearance (if applicable)	
15. Name of the relevant national Data Protection Authority (DPA) responsible for the protection of personal information in the country (indicate NIL if none)	16. Title of the legislation defining the Data Protection Authority (DPA) (if applicable)	

SECTION B – COMPANY SECURITY OFFICER				
<b>Complete Section B.</b>				
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile
Email address for the company security officer:				

SECTION C – LIST OF MEMBERS OF THE BOARD OF DIRECTORS (INDICATE N/A IF NOT APPLICABLE)				
<b>Complete Section C. Add additional rows or attachment as required</b>				
Position title	Surname	Given name(s)	Citizenship(s)	Country of primary residence/National domicile

SECTION D – OWNERSHIP INFORMATION					
<b>Complete Section D for each level of ownership</b>					
Identify all entities, individuals, public or private corporations that have an ownership stake in the organization listed in Section 1. For publicly traded corporations, identify stock exchange. An ownership relation chart with percentages of ownership must be included.					

SECTION D-1 – OWNERSHIP LEVEL 1 (DIRECT OWNERSHIP)					
Identify all individual owners or direct organizations ownership related to the company or corporate entity identified in Section 1.					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship

SECTION D-2 – OWNERSHIP LEVEL 2					
If there is any additional ownership for the names listed in the previous section (D-1), provide the information below. If none, please indicate N/A (not applicable).					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship

SECTION D-3 – OWNERSHIP LEVEL 3					
If there is any additional ownership for the names listed in the previous section (D-2) please provide the information below. If none, please indicate N/A (not applicable).					
Name of organization or individual	Address	Type of entity (e.g. private or public corporation, state-owned)	Stock exchange (public or private)	Percentage of ownership	Country of jurisdiction or citizenship



<b>SECTION E – CERTIFICATION AND CONSENT (only an individual identified in Section C may complete this section)</b>	
<p>I, the undersigned, as the individual authorized by the organization identified in Section 1, have read the purpose and instructions of this screening form and do hereby certify that the information contained in this screening form is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of the information provided in this screening form for the purposes as described above. I agree to notify the Contract Security Program of any changes to the organization such as change of address, contact phone numbers, email address, change in company management structure, ownership, company security officer and the members of the Board of Directors.</p>	
Surname	Given name(s)
Position title	Telephone number (include country code and extension number if any)
Facsimile number if applicable (include country code)	Email address
Signature	Date

<b>FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM</b>		
Recommendations		
Recommendation by analyst (Name)	Signature	Date
Approval (Name)	Signature	Date

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## APPENDIX 9 - VOLUNTARY CERTIFICATION TO ADVANCE THE EMPLOYMENT OF WOMEN IN SKILLED TRADES

(Page 1 of 4)

1. To encourage employers to advance the employment of women in skilled trades, proponents bidding on the Daniel J. MacDonald Modernization project are being asked to sign a voluntary certification signaling their commitment to employ and advance female tradespeople and apprentices in non-traditional roles in the construction industry.
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. With labour shortages looming in this traditionally male-dominated industry, promoting inclusive work culture and equal opportunities for all parties will benefit the project, the chosen Contractor, their team, and ultimately PEI's construction industry.

This initiative will directly benefit PSPC and the Daniel J MacDonald Building Modernization Project outcomes, while supporting the Minister of Public Services and Procurement's Mandate, which requires the Minister to:

*"Work with the Minister of Employment, Workforce Development and Disability Inclusion to develop a proposal to require that government suppliers participate in the new Canadian Apprenticeship Service and require that federal construction contracts meet targets for greater inclusion of women in the trades."*

3. Proponents are encouraged to register with [PEI's Office to Advance Women Apprentices \(https://www.womenapprentices.ca/prince-edward-island/\)](https://www.womenapprentices.ca/prince-edward-island/), develop a Women's Employment Plan and establish a committee who monitors and reports quarterly on the implementation of the initiatives outlined in their Women's Employment Plan. Suggested content for the Women's Employment Plan can be found on pages 3 and 4 of this appendix.
4. Signed certifications on page 2 of 4 will be used to better understand bidder's support of Women in Skilled Trades on this project's 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 women apprentices and to employ women in skilled trades.

The Contractor hereby consents to this information being collected and held by PSPC to support work to gather data on the hiring and training of women apprentices and employment of women in skilled trades in federal construction contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available on page 2 of 4.

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**Voluntary Certification**  
(To be filled out and returned with bid on a voluntary basis)  
(Page 2 of 4)

*Note: The contractor will be asked to submit a Women's Employment Plan within 60 days of contract award, then to report on progress every quarter and at project completion.*

Name:	
Signature:	
Company Name:	
Company Legal Name:	
Solicitation Number:	
Is the company registered with the PEI Office to Advance Women Apprentices?	

**Overview of Women's Employment Plan**

Briefly (in 3-4 sentences) describe how the company plans to implement the following measures to advance the employment of women in skilled trades for the Daniel J. MacDonald Building Modernization Project:

- 1. Measures to support employment opportunities for women in skilled trades.**
- 2. Proactive policies and conditions that support inclusive work environments free from harassment and discrimination.**
- 3. Operational considerations and educational activities that support inclusive and equal opportunity employment.**
- 4. Overview of plans to monitor and report on Women's Employment Plan.**

---

## Proposed Requirements of Women's Employment Plan (Page 3 of 4)

The following conditions should be addressed within the Women's Employment Plan. If agreed to, the plan and its progress should be reported to the departmental representative and the PEI Office to Advance Women Apprentices within 60 days of award, then on a quarterly basis until the project is complete.

- Introductory information, including, but not limited to:
  - High level overview of project background, timelines and scope
  - Overview of firm's current conditions, including, but not limited to, statistics on gender employment and descriptions of any existing diversity principles and commitments
- Overall goals for the Women's Employment Plan, including, but not limited to, the following:
  - Creation and maintenance of safe, respectful, and inclusive workplace through policies, communication and training for workers and supervisors
  - Creation of equitable employment opportunities, including the establishment of targets for women in trades occupations and apprentices
  - Provision of appropriate facilities and protective equipment
  - Creation of zero-tolerance approach to gender related harassment, including enforcement strategy
  - Framework for resolution of incidents and complaints
  - Plans to work with organizations qualified to aid with the recruiting and supporting of tradeswomen.
- Describe measures taken to support local communities, especially those regarding employment opportunities for women in trades
- Describe communications strategy and tools to be developed to support and encourage women's participation
- Describe proactive policies, practices, and lines of accountability to create and support inclusive work environments free from harassment and discrimination
- Describe plan for ensuring that contractors and subcontractors are informed of the requirement for the Women's Employment Plan and provided with relevant resources to meet and sustain these requirements.
- Describe plan for ensuring workplace is inclusive, which includes, but is not limited to:
  - Communications strategies that ensure gender inclusive language is used in all communication
  - Policies encouraging and supporting subcontractors in the development of short-term and long-term goals for female employees
  - Sessions that educate subcontractors and employees on the importance and benefit of equal opportunity employment.
  - Policies that ensure Construction period subcontractors routinely educate those in the workplace about appropriate behavior and a respectful workplace
  - Hiring policies that ensure hiring teams made up of men and women who actively support the value of gender diversity
  - Recruitment policies that utilize gender inclusive language in advertisements, written and verbal assessment tools and other materials utilized in the hiring process
  - Work policies that appropriate facilities and protective equipment are provided for women onsite.

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## Continued- Proposed Requirements of Women's Employment Plan (Page 4 of 4)

- Describe plans for monitoring compliance with Women's Employment Plan, including, but not limited to, the following:
  - Creation of a committee to monitor and report on incentives described within the Women's Employment Plan
  - Continuous improvement measures used to adjust plan as required
  - Information gathering methods on the outcomes and progress of initiatives
  - Reporting strategy, including nature, timing and content of reports.

Solicitation No. - N° de l'invitation  
ED001-212664/B  
Client Ref. No. - N° de réf. du client  
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File No. - N° du dossier  
PWC-2-45003

Buyer ID - Id de l'acheteur  
pwc034  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)**

See attached



**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Public Works and Government Services Canada / Direction générale ou Direction Real Property

3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail  
Modernization of the Daniel J MacDonald Building in Charlottetown, PE (Veterans Affairs Canada Headquarters)

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>  Not releasable / À ne pas diffuser <input type="checkbox"/>  Restricted to: / Limité à: <input checked="" type="checkbox"/> Specify country(ies): / Préciser le(s) pays: CANADA,	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>  Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
---	--	--

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>
---	--	--



**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

The building under construction will be completely vacated (employees and assets removed) during construction

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL	SECRET	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	SECRET		A	B	C	CONFIDENTIEL	SECRET	TRÈS SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat ED001-212664
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) McQuaid, Kevin		Title - Titre Project Management Officer	Signature
Telephone No. - N° de téléphone 902-628-9570	Facsimile No. - N° de télécopieur 902-569-6133	E-mail address - Adresse courriel kevin.mcquaid@pwgsc.gc.ca	Date 2022/03/17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) RA Sécurité / AR Security, (TPSGC/PWGSC)		Title - Titre SO	Signature
Telephone No. - N° de téléphone --	Facsimile No. - N° de télécopieur --	E-mail address - Adresse courriel ARsecRA@tpsgc-pwgsc.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) <b>APPROVED</b> <b>By Denis Lecompte at 1:49 pm, Apr 01, 2022</b>		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**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  Daniel J. MacDonald (DJM) Building Modernization, Charlottetown, PE	Contract No. ED001-212664
	Project No. R.056687.005

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>				\$		

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

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## CERTIFICATE OF INSURANCE Page 2 of 2

### 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>).

