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Charlottetown  
Prince Edward Island  
C1A 5P7  
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**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works 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>Amendment No. - N° modif.</b> 010
<b>Client Reference No. - N° de référence du client</b> ED001-212664	<b>Date</b> 2022-07-15
<b>GETS Reference No. - N° de référence de SEAG</b> PW-SPWC-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 2022-08-03</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>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This Solicitation Amendment No. ten (10) is raised to include the following :

1. Reference: **APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP)**  
**DELETE: APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP)**  
**INSERT: APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP) (revised July 15, 2022)**
2. Answer the following questions:

**Q38.** Annex B – Certificate of Insurance, General, "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." Insurers will give notice of cancellation only, they cannot and will not provide notice of change or amendment as it is not within their administrative capabilities.

**A38.** These requirements are standard with construction projects with PSPC. The requirement must be met as written.

**Q39.** Supplementary Conditions, SC 03 (5) Deductibles, "The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor Party Deemed Responsible for the Loss." The deductible should be payable by the party deemed responsible for the loss, any other language is disproportionate transfer of risk to the Contractor.

**A39.** These requirements are standard with construction projects with PSPC. The requirement must be met as written.

**Q40.** Can you please revisit the requirement for a 150-day validity period (See BA04)

**A40.** Treasury Board approval will be required to award the contract. The 150 day bid validity period is required to allow time for this approval process.

**Q41.** Reference 08 71 10 Automatic door operators: Would accept the NABCO GT8500 as the equivalent to the SW200i and would you accept NABCO GT8710 as the equivalent to the OAL-100

**A41.** The proposed request is not an equivalent product to the specified products and is not accepted.

**Q42.** Specifications in 062000 Finish Carpentry & 064000 Architectural Woodwork indicate that wood products for this project are required to be FSC-certified. Paragraph 1.5.2.2 in each section requires a vendor's chain of custody certificate and paragraph 1.5.5.1 in each section requires a manufacturer's chain of custody certificate. Please confirm our understanding that the intent is to have this work provided by an FSC-certified millwork company who holds a current certificate at the time of tender. (Note that, while anyone can purchase FSC-certified material from a mill or other supplier, if the millworker that is fabricating the finished product is not FSC-certified, then the finished product will not be FSC-certified because the chain of custody is broken as soon as the uncertified party takes possession of the materials.)

**A42.** The finished product is to be FSC certified. The vendor/millworker that fabricates the finished product is to have a valid Chain of Custody certification at time of manufacture.

**Q43.** Wall section A51-14/2 through the security counter shows an unidentified rectangle below the SSF-1 countertop but above the PLAM-1 gable. Is that an SSF-1 waterfall end or is it an additional PLAM-1 gable?

**A43.** It represents the change of height between the Accessible portion of the counter and the rest of the counter. Please refer to elevation of same at 6/A41-09

**Q44.** There is no section detail identified for the Loading Dock Security counter in elevation A41-10/3. Are we correct in understanding that it is similar to section 2 on the same page (PLAM-1 countertop on staff side and SSF-4 countertop on public side). If not, please provide a section detail to identify what is required.

**A44.** Yes, it is similar

**Q45.** Please remove the note at detail A61-01/9 that reads: "DESIGN FOR SUPPORT OF WOOD PANEL CEILING IS THE RESPONSIBILITY OF THE ARCHITECTURAL MILLWORK CONTRACTOR INCLUDING SIZING OF A LOAD CARRYING ELEMENTS." We fabricate per the drawings & specs provided by the owner's architect and engineer. We are not responsible for (nor liable for) design work or engineering of structural or load carrying elements. Additionally, those ceilings are specified as part of section 09 51 27, not the architectural woodwork section.

**A45.** This is a standard note - if the sub consultant is unwilling to accept this responsibility, it becomes the responsibility of the GC, much like any other misc. metals item.

**Q46.** On the second floor, there is a tag for "SILL: PLAM-4" in Corridor 2-53 – see A21-02 gridline B between 6 & 7. It looks like the same sills are shown on the third floor as well, although there are no callouts for them on floor plan 21-03. Is that correct?

**A46.** Yes, Also see detail 2/A53-02 which is called out for both floors and identifies the counter as PLAM-4

**Q47.** Regarding the EV Charging station: Clarify if Division 26- Electrical is responsible for supplying the EV Charging Station.

**A47.** Yes, electrical vehicle charging stations are to be provided by Div 26. Refer to detail 08 on drawing E03-01 for details

**Q48.** Regarding the EV Charging station: Clarify if Division 26- Electrical is responsible for installing the EV Charging Station.

**A48.** Yes, electrical vehicle charging stations are to be provided by Div 26. Refer to detail 08 on drawing E03-01 for details

**Q49.** On the E20-05 drawing, an equipment (\$MS) in electrical room 5-03, is not represented on the legend, please clarify.

**A49.** Lighting control master switch shown on E20-05 not applicable, lighting control panel location is shown on drawing E60-01

**Q50.** On the drawing, E40-00, the cable tray is not shown but on the diagram drawing E08-01, the cable tray is shown. Please clarify.

**A50.** As per drawing E40-00, no cable tray on parking level.

**Q51.** REGARDING THE PLAN PAGE E03-04 DETAIL 6:

We understand that we must supply and install empty conduit c/w back boxes for the AV System. Please confirm.

**A51.** Yes, back boxes and conduit are to be supplied and installed as per detail 6 on drawing E03-04

**Q52.** REGARDING THE PLAN PAGE E03-04 DETAIL 6 / NOTES 5:

We understand that "Low Voltage Cabling supplied and installed by AV Contactor" and by that, Division 26 is not responsible for supply and install the Low Voltage Cabling BUT on plan AV00-00 there is a chart for AV Systems mentioning that division 26 is responsible for supplying and installing the Building LAN including cat6 cabling, Jacks, Patch Ethernet port...) AND Control & Signal Wire. Please clarify.

**A52.** Division 26 is not responsible to supply low voltage cabling for the AV systems

**Q53.** REGARDING THE SET OF PLANS AV Systems:

Could you confirm the entire involvement of DIVISION 26 concerning AV Systems because the Electrical plans and the Audio Visual Consultant plans contain several contradictions.

**A53.** As per detail 6 on drawing E03-04 low voltage AV cabling is not by division 26. Empty conduit and back boxes are by division 26 and shown on AV riser and layout (refer to drawing E40-01 showing 1Gang, 2gang, 4gang boxes in atrium area for AV)

**Q54.** Can you confirm that all excavation, form, concrete, and backfilling work for ductbank and underground conduit of the electrical division will be done by others

**A54.** This is to be included in the scope of work and the submitted bid. Proponents to coordinate with their own subs as required.

**Q55.** Can you confirm that all concrete work for the electrical division will be done by others

**A55.** This is to be included in the scope of work and the submitted bid. Proponents to coordinate with their own subs as required.

**Q56.** Can you confirm that all concrete demolition that it needed for the electrical division will be done by others

**A56.** This is to be included in the scope of work and the submitted bid. Proponents to coordinate with their own subs as required.

**Q57.** If a selective demolition need to be done by division 26, can you confirm that it can be done by daywork

**A57.** This is to be included in the scope of work and the submitted bid. Proponents to coordinate with their own subs as required.

**Q58.** How is the IPP scored if an Indigenous owned company were to bid as a General Contractor?

**A58.** If an Indigenous owned company that is registered as an Indigenous Business (Indigenous Business Directory (sac-isc.gc.ca) ) with the Government of Canada were to bid as General Contractor (GC) they would need to demonstrate what portion of the work/supplies they will be performing/providing on behalf of their company along with the value. They will still be required to meet the minimum requirement of 5% (max 10%) of the contract value and will receive points accordingly. The value of work performed by the GC, that meets the requirements for the Indigenous Participation Plan, would be considered Indigenous Participation.

**Q59.** How will the optional 1% be scored if the bidder can provide 75% on the Human Resources but only 15% on the Skills Development?

**A59.** PSPC will use only 50% of the value proposed towards Human Resources. The 15% proposed will count towards Skills and Development

**Q60.** A General Contractor may choose to self perform various elements of the work. Should a General Contractor choose to self perform and hire Indigenous labour to perform the works, we presume that would go under Section A since it is a Good and Service?

**A60.** If the labour is being provided as per the eligible list as per the Indigenous Business Directory (sac-isc.gc.ca) it would count as a subcontractor in section A. If the labour is not eligible as per Indigenous Business Directory (sac-isc.gc.ca) this would contribute to Section B or C (Human Resources or Skills and Development) as per the work being offered.

**Q61.** Where would a non-Indigenous subcontractor include Indigenous workers? We presume since it would be Good and Services work, they would fall under Part A?

**A61.** If the labour is being provided as a registered Indigenous Business as per Indigenous Business Directory (sac-isc.gc.ca) they would count as a subcontractor in section A. If the labour is provided by an Indigenous Business not included in the Indigenous Business Directory (sac-isc.gc.ca) this would contribute to Section B or C (Human Resources or Skills and Development) as per the work being offered.

**Q62.** If we have a non-Indigenous subcontractor who is committing to procure materials from an Indigenous business (but the name is not known yet) we presume that would be included under Part A?

**A62.** The successful bidder would need to provide the name of the registered Indigenous Business that is supplying materials and their value as part of Part A.

**All other terms and conditions remain the same.**

**APPENDIX 5 - INDIGENOUS PARTICIPATION PLAN (IPP) (revised July 15, 2022)**

**DANIEL J. MACDONALD GOCB – MODERNIZATION PROJECT**  
**INDIGENOUS PARTICIPATION PLAN (IPP)**

**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 a percentage of proposed Indigenous Participation as per the 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 within 60 days of contract award

The Bidder shall include Indigenous Participation that the Bidder proposes to provide, expressed as a percentage of the total Original Contract Award Price (Contractors Bid Amount) as detailed in Parts B Evaluation Criteria and C IPP Bidder Proposal Form.

The Bidder's proposal must include the percentage being proposed by the bidder of the mandatory 5% minimum Indigenous Participation through Indigenous Businesses, including Goods, Services, and Sub-Contracting. A maximum of 10% participation will be used for evaluation purposes. The IPP also includes an optional 1% of Indigenous Participation to be committed to Human Resources and Skills Development as per this Appendix.

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.

### **1.1.1 Requirements for Bidders**

The IPP shall include the percentage of the minimum amount of Indigenous Participation that the Bidder proposes to provide, expressed in dollars and as a percentage of the total original contract award price. 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. The final IPP must meet the percentage of Indigenous Participation expressed in the IPP submitted at bid close.

### **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 in the final IPP.

### **1.3 Indigenous Engagement**

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

The IPP must include the percentage 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 original contract award price 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 minimum 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.

### **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 in Human Resources and Skills Development. If the bidder chooses to include engagement in this manner, the maximum percentage that will be scored will be 1% of the original contract award price. Scoring will be based on 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan . 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 original contract award price only. *The Skills Development Plan must not exceed 0.5% of the original contract award price.*

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 percentage is 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.

### **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 Original contract award 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 in Human Resources and Skills Development. If the bidder chooses to include engagement in this manner, the maximum percentage that will be scored will be 1% of the original contract award price. Scoring will be based on 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan. 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 original contract award price only. *The Skills Development Plan must not exceed 0.5% of the original contract award price.*

#### 4.2 Indigenous Participation Plan (IPP)

Each Bidder must provide as part of its bid a percentage of Indigenous Participation that meets all of the requirements detailed in PART B - Evaluation Criteria.

### **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. **The percentage of Indigenous Participation indicated at bid close must be fulfilled by the successful bidder at a minimum.**

## **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://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% (maximum 10% will be used for evaluation) of the Original Contract Award 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.

**The Bidder shall include the percentage of their amount of Indigenous Participation that the Bidder proposes to provide in Part C- IPP Bidder Proposal Form. The final IPP will be required within 60 days of contract award.**

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> <i>PSPC reserves the right to confirm validity of all declarations / guarantees</i>	<b>TOTAL AVAILABLE POINTS</b>												
<p><b>A. <u>Goods and Services - Mandatory minimum 5% of original contract award price (maximum 10% will be used for evaluation)</u></b></p> <p><b>The Bidder shall include the percentage of their amount of Indigenous Participation that the Bidder proposes to provide in Part C- IPP Bidder Proposal Form</b></p> <p>In the final IPP, the successful Bidder must provide Indigenous Participation with an Indigenous Business.</p> <p>An Indigenous business can be:</p> <ul style="list-style-type: none"> <li>• a band as defined by the Indian Act</li> <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><u>Indigenous Business Directory:</u></p> <p><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</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><u>Mandatory Goods and Services -minimum 5% - maximum 10% for evaluation= total 80 Points Evaluation Example:</u></p> <table border="1" data-bbox="232 1518 1320 1745"> <thead> <tr> <th></th> <th>Bidder A</th> <th>Bidder B</th> <th>Bidder C</th> </tr> </thead> <tbody> <tr> <td>Proposed percentage of Goods and Services</td> <td>10%</td> <td>5%</td> <td>7%</td> </tr> <tr> <td>Calculation of points</td> <td>10%/10% * 80= 80 Points</td> <td>5%/10% * 80= 40 points</td> <td>7%/10% *80= 56 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	Proposed percentage of Goods and Services	10%	5%	7%	Calculation of points	10%/10% * 80= 80 Points	5%/10% * 80= 40 points	7%/10% *80= 56 points	<p><b>80 Points</b></p>
	Bidder A	Bidder B	Bidder C										
Proposed percentage of Goods and Services	10%	5%	7%										
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<p><b><u>OPTIONAL- HUMAN RESOURCES AND SKILLS DEVELOPMENT PLAN</u></b></p> <p>Bidders are encouraged to offer Indigenous Participation in Human Resources and Skills Development. If the bidder chooses to include engagement in this manner, the maximum percentage that will be scored will be 1% of the original contract award price. Scoring will be based on 50% of their proposed value to the Human Resources Plan and 50% to Skills Development Plan . 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 original contract award price only. <i>The Skills Development Plan must not exceed 0.5% of the original contract award price.</i></p> <p><b><u>The human resources and skill development plan combine for 20 points based and will be scored on a maximum of maximum of 1% of original contract award price).</u></b></p> <p><b>B. <u>Human Resources Plan</u></b></p> <p><b>The Bidder shall include the percentage of their amount of Indigenous Participation that the Bidder proposes to provide in Part C- IPP Bidder Proposal Form</b></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 <u>supported by a list of 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</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><b>20 Points</b></p>

**C. Skills Development Plan (Training)**

**The Bidder must include the percentage of their amount of Indigenous Participation that the Bidder proposes to provide in Part C- IPP Bidder Proposal Form**

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.

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.

Example

	Bidder A	Bidder B	Bidder C
Proposed percentage of Human Resources	0.5%	0.5 %	0.25%
Proposed percentage of Skills and Development	0.5%	0.25%	0.25%
Total percentage	1%	0.75%	0.5%
Calculation of points	1%/1% * 20= 20 Points	0.75%/1% * 20= 15 points	0.5%/1% *20= 10 points

**TOTAL POSSIBLE POINTS**

**100  
Points**

**Part C- IPP Bidder Proposal Form**

**A .Goods and Services - Mandatory minimum 5% of original contract award price (maximum 10% will be used for evaluation)**

\_\_\_\_\_ **% of Indigenous Participation**

Optional - Human Resources Plan and Skills and Development (Training)

Bids will be evaluated based on a maximum 1% of the original contract award price for Human Resources (0.5%) and Skills Development (0.5%) . The Skills Development Plan must not exceed 0.5% of the original contract award price.

**B . Human Resources**

\_\_\_\_\_ **% of Indigenous Participation**

**C . Skills and Development**

\_\_\_\_\_ **% of Indigenous Participation**

Total B + C \_\_\_\_\_ **%**

<p>_____ <b>Print Name</b></p>	<p>_____ <b>Signature</b></p>	<p>_____ <b>Date</b></p>
<p>The bidder certifies its IPP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.</p> <p>The bidder certifies they will submit their Indigenous Participation Plan (IPP) for Canada's approval within 60 days of contract award</p>		

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

1. The successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the 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. The Contractor must 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		