



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving PWGSC/TPSGC reception des
soumissions

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (418) 566-6167

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of
Canada, in accordance with the terms and conditions set
out herein, referred to herein or attached hereto, the goods,
services, and construction listed herein and on any attached
sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada -
Western Region

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Title - Sujet Roofing Repairs	
Solicitation No. - N° de l'invitation EW038-230277/A	Date 2022-08-16
Client Reference No. - N° de référence du client PWGSC EW038-230277	GETS Ref. No. - N° de réf. de SEAG PW-\$PWZ-025-11366
File No. - N° de dossier PWZ-2-45011 (025)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2022-09-12 Heure Avancée du Centre HAC	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Simard, Colin	Buyer Id - Id de l'acheteur pwz025
Telephone No. - N° de téléphone (204) 583-7859 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Yellowknife, NT	

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER

Roofing Repair – Various Locations Yellowknife, NWT Yellowknife, NWT

IMPORTANT NOTICE TO BIDDERS

Note to Bidders, there will be no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07“Listing of Subcontractors and Suppliers” has been amended. See SI13 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

TABLE OF CONTENTS

SI01 BID DOCUMENTS 3

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD 3

SI03 OPTIONAL SITE VISIT 3

SI04 REVISION OF BID 4

SI05 BID SECURITY REQUIREMENTS 4

SI06 WCB AND SAFETY PROGRAM..... 4

SI07 SUBMISSION OF BID..... 5

SI08 Tłjchq Land Claims and Self- Government Agreement 6

SI09 BID RESULTS..... 6

SI10 INSUFFICIENT FUNDING 7

SI11 BID VALIDITY PERIOD 7

SI12 RIGHTS OF CANADA..... 7

SI13 LISTING OF SUBCONTRACTORS AND SUPPLIERS 7

SI14 BID CHALLENGE AND RECOURSE MECHANISMS 7

SI15 WEB SITES..... 8

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2021-04-01) 9

CONTRACT DOCUMENTS (CD) 10

SUPPLEMENTARY CONDITIONS (SC)..... 11

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING 11

SC02 INSURANCE TERMS 11

SC03 WORKPLACE SAFETY AND HEALTH 11

SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY 13

BID AND ACCEPTANCE FORM (BA)..... 14

BA01 IDENTIFICATION..... 14

BA02 LEGAL NAME AND ADDRESS OF BIDDER 14

BA03 THE OFFER..... 14

BA04 BID VALIDITY PERIOD 14

BA05 ACCEPTANCE AND CONTRACT 14

BA06 CONSTRUCTION TIME..... 14

BA07 BID SECURITY 14

BA08 SIGNATURE 14

APPENDIX 1 – INTEGRITY PROVISIONS 15

APPENDIX 2 - LISTING OF SUBCONTRACTORS AND SUPPLIERS 16

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES 17

ANNEX A - CERTIFICATE OF INSURANCE 19

ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT..... 21

ANNEX C - Indigenous Participation Plan 22

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 (2022-01-28)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI02 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 at e-mail address colin.simard@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 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, PWGSC will examine the content of the enquiry and will decide whether 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.

SI03 OPTIONAL SITE VISIT

There will be a site visit on September 1, 2022 at 2:30pm MDT Interested bidders are to meet at Location 881 Lanky Court, NWT.

Interested firms are required to contact the Contracting Authority in advance by email (e-mail address is: colin.simard@pwgsc-tpsgc.gc.ca) to book a site visit. The Contracting Authority will assign each firm a specific time slot. A maximum of two representatives per firm will be permitted to attend the site visit. The deadline for contacting the Contracting Authority is **August 29, 2022**. Firms who contact the Contracting Authority after this date and time may not be able to book a site visit.

Due to COVID-19, social distancing and wearing a self-supplied mask will be mandatory during the site visit. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site. No exceptions will be made.

SI04 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 1-416-566-6167.

SI05 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 PWGSCTPSGC 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 copy**) 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 valid.

2.3 Bonds passing the verification process will be treated as original and authentic.

SI06 WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:

1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;

1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and

1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.

2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

SI07 SUBMISSION OF BID

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by Canada Post Corporation (CPC) Connect service

- a. Unless specified otherwise in the bid 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 bid solicitations issued by PWGSC is:

Western: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an CPC Connect conversation, as detailed in c., or to send proposals through a 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 a 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 bid solicitation, an officer of the Bid Receiving Unit will then initiate a CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the 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 supplier 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.

SI08 Tłıchq Land Claims and Self- Government Agreement

This procurement is subject to the Tłıchq Land Claims and Self-Government Agreement.

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

The CLCA contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Participation Plan (IPP), and bidders propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tlıcho Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nı̄ttèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

“Tłıchq person” means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mòwhì Gogha Dè Nı̄ttèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person;
- c) or who was adopted as a child, under the laws of any jurisdiction or under any Tłıchq custom, by a Tłıchq person within the meaning of (a) or (b) or by a Tłıchq Citizen, or is a descendant of any such adoptee.

SI09 BID RESULTS

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.

3. Following solicitation closing, bid results may be obtained by mailing a request to:
TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca

S110 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.

S111 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 will 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

S112 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.

S113 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 2. **Failure to do so will result in the disqualification of its bid.**

S114 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.

SI15 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§ion=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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Contract Security Program
<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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>

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

The following GI's are included by reference and are available at the following Web Site

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/23>

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

CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2022-01-28);
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	R2880D	(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);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

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

4) Insurance Proceeds

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

5) Deductible

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

SC03 WORKPLACE SAFETY AND HEALTH

MANDATORY HEALTH AND SAFETY - for Work in the Northwest Territories & Nunavut

Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:

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

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

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

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

3. LABOUR AUTHORITY CONTACT:

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

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

NORTHWEST TERRITORIES

Workers' Safety and Compensation
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer

Telephone: (867) 669-4418
Facsimile: (867) 873-0262

SC04 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. with the following

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

Electronic digital versions must meet the following;

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

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Roofing Repair – Various Locations, Yellowknife, North West Territories

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 of

\$ _____ excluding Applicable Taxe(s).
(amount in numbers)

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 12 weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

APPENDIX 2 - 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.

	Subcontractor and Suppliers	Division
1		Division 06
2		Division 07
3		
4		

APPENDIX 3 - 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. 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 at page 2 of 2.

If you accept fill out and sign page 2 of 2.

** The journey-person-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

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:

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

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Roofing Repair – Various Locations, Yellowknife, North West Territories	Contract No. EW038-230277
	Project No. R.079408

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
----------------------------------	-----------------------	------	----------	-------------

Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

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
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)
Telephone number

Signature
Date D / M / Y

General

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

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

The Policy shall be endorsed to provide the Owner with not less than 30 days' 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.

ANNEX C - INDIGENOUS PARTICIPATION PLAN**Basis of Selection – Highest Combined Rating of Indigenous Participation Plan (IPP) Merit and Price**

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IPP merit and price. The ratio will be 10% for the IPP merit, and 90% for the price.
4. To establish the IPP merit score, the overall IPP score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the weighting of 10%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the weighting of 90% will be applied in the final combined rating.
6. For each responsive bid, the IPP merit score, and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest IPP 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.

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

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

PART A – INDIGENOUS PARTICIPATION PLAN

Evaluation and Assessment of IPP Commitment

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

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

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

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

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

SUPPORTING DOCUMENTATION

Head Office / Office Presence

- Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract.
- Describe the nature of the firm's presence in the area of the contract and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IPP proposal.
- Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.

Training

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

Labour

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

Subcontracting/suppliers

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

URL links to websites will not be considered.

NOTE: Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Indigenous businesses will be made through:

- Indigenous Business Directory: http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html; and/or
 - Supplier Registration Information: <https://srisupplier.contractsCanada.gc.ca/>; and/or
 - In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.
-

INDIGENOUS PARTICIPATION PLAN CRITERIA

ITEM	BID CRITERIA	Available Points
3.0	This procurement is subject to the Tłı̨chǫ Canada reserves the right to confirm validity of all declarations / commitments.	
3.1	<p>OFFICE PRESENCE</p> <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract.</p> <p>Describe the nature of the firm's presence in the area of the contract and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IPP.</p> <p>Include the number of years in existence, number of full-time and part-time employees and the nature of the work performed at that location.</p>	/ 5
3.2	<p>LABOUR</p> <p>Bidder will be evaluated on their firm commitment to use on-site Indigenous people from the area of the contract in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total on-site project hours that may or will be staffed by on-site Indigenous people. On-site Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable.</p> <p>Indigenous people from within the contract area must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An Indigenous individual who is working on-site performing services related to the project for a contractor, subcontractor or supplier. 2. The individual must live within the area of the contract area. Proof of residency may be requested (Driver's Licence, Territorial Health Card). <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <p>Total No. of on-site Indigenous Employee Hours for This Contract: _____ hrs (a) + Total on-site non-Indigenous Employee Hours for This Contract: _____ hrs (b) = Total Employee Hours (Indigenous and non-Indigenous) for This Contract: _____ hrs (c)</p> <p>(a) / (c) = % Commitment (d)</p> <p>0-100% of total on-site labour hours = 0-40 points. Points will be assigned based on a percentage % of the total points available: ____ (d) % x total points available</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Example:</i> Bidder commitments 65% of labour hours will be Indigenous = 65% of total points (40) 65% x 40 = 26 points</p> </div> <p>NOTE: Bidder must demonstrate how they will meet their Labour %. Simply indicating a "%" commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	/40

<p>3.3</p>	<p>SUBCONTRACTORS/ SUPPLIERS</p> <p>Bidders will be evaluated on their firm commitment to use Indigenous subcontractors for services or the procurement of supplies and equipment from Indigenous owned businesses from the area of the contract applicable to the Contract.</p> <p>Indigenous Subcontractors / Suppliers from the area of the contract are defined as:</p> <ol style="list-style-type: none"> 1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for-profit organization in which Indigenous persons have majority ownership and control (according to the percentage defined in the CLCA obligations); or a joint venture or consortium in which an Indigenous business or businesses as defined above have at least 51 percent ownership and control. 2. The Supplier must have a staffed office or facility within the area of the contract, or the head office of the Indigenous group that holds the majority ownership must be located within the area of the contract. <ul style="list-style-type: none"> o The prime contractor/subcontractor/supplier must be the firm to perform the work/supply the goods/services/materials. Brokerage type/commission based transactions may not be wholly eligible for Indigenous Subcontracting/Suppliers points at the time of commitment or achievement. This includes facilitators/expeditors/licensed distributors/travel agencies etc., in this case, only the fees/mark-up will be eligible, unless the contractor can demonstrate that the final good(s) or service(s) was also provided by an Inuit subcontractor/supplier. If a commitment is accepted at time of contract award, but is later determined to be a brokerage type/commission based transaction, it may not be counted towards contractors' achievements and may result in the contractor being subject to a deduction. o Example: If a contractor hires an Inuit owned travel agency to book flights, unless the flights are also booked with an Inuit owned airline, only the value paid directly to the travel agency will count towards the contractor's commitment. <p>Bidders should provide their commitment of Indigenous Subcontractors in accordance with the following:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Value of Indigenous Contracting (contractor/subcontractor or supplier):</td> <td style="width: 30%;">\$ _____ (a) +</td> </tr> <tr> <td>Value of Non-Indigenous Contracting (contractor/subcontractor or supplier):</td> <td>\$ _____ (b) =</td> </tr> <tr> <td>Estimated value of Contract (must equal total bid price):</td> <td>\$ _____ (c)</td> </tr> </table> <p>(a) / (c) = % Commitment (d)</p> <p>Points will be assigned based on a percentage of the total points available:</p> <p>(d) x 40 (available points) = assigned points</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>Example:</i></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Value of Indigenous sub-contracting:</td> <td>\$ 55,000 (a)</td> </tr> <tr> <td>Value of Non-Indigenous sub-contracting:</td> <td>\$ 45,000 (b)</td> </tr> <tr> <td>Estimated value of Contract:</td> <td>\$100,000 (c)</td> </tr> </table> <p>$\\$55,000 / \\$100,000 = .55$ $55\% \times 40 = 22$ assigned points</p> </div> <p>NOTE: Bidder must demonstrate how they will meet their Subcontractors/Suppliers %. Simply indicating a "%” commitment is not sufficient to achieve points.</p> <p>*** Deduction Conditions will apply to this criterion.</p>	Value of Indigenous Contracting (contractor/subcontractor or supplier):	\$ _____ (a) +	Value of Non-Indigenous Contracting (contractor/subcontractor or supplier):	\$ _____ (b) =	Estimated value of Contract (must equal total bid price):	\$ _____ (c)	Value of Indigenous sub-contracting:	\$ 55,000 (a)	Value of Non-Indigenous sub-contracting:	\$ 45,000 (b)	Estimated value of Contract:	\$100,000 (c)	<p>/40</p>
Value of Indigenous Contracting (contractor/subcontractor or supplier):	\$ _____ (a) +													
Value of Non-Indigenous Contracting (contractor/subcontractor or supplier):	\$ _____ (b) =													
Estimated value of Contract (must equal total bid price):	\$ _____ (c)													
Value of Indigenous sub-contracting:	\$ 55,000 (a)													
Value of Non-Indigenous sub-contracting:	\$ 45,000 (b)													
Estimated value of Contract:	\$100,000 (c)													
<p>3.4</p>	<p>TRAINING</p>	<p>/15</p>												

<p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous people from the area of the contract at no additional cost under this Contract.</p> <ul style="list-style-type: none"> • “Training and Apprenticeship” is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. • Indigenous Participation in training programs that are included in the scope of the contract are not eligible for consideration. • Bidder is to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained. <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table border="1"> <thead> <tr> <th></th> <th><i>Bidder 1</i></th> <th><i>Bidder 2</i></th> <th><i>Bidder 3</i></th> </tr> </thead> <tbody> <tr> <td><i>Total number of Indigenous training hours proposed</i></td> <td><i>20 hours</i></td> <td><i>35 hours</i></td> <td><i>60 hours</i></td> </tr> <tr> <td><i>Calculation of points</i></td> <td><i>20/60 = 33% of total points available</i></td> <td><i>35/60 = 58% of total points available</i></td> <td><i>60/60 = 100 % of total points available</i></td> </tr> </tbody> </table> <p>*** Deduction Conditions will apply to this criterion.</p>					<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>	<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>	<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>
	<i>Bidder 1</i>	<i>Bidder 2</i>	<i>Bidder 3</i>												
<i>Total number of Indigenous training hours proposed</i>	<i>20 hours</i>	<i>35 hours</i>	<i>60 hours</i>												
<i>Calculation of points</i>	<i>20/60 = 33% of total points available</i>	<i>35/60 = 58% of total points available</i>	<i>60/60 = 100 % of total points available</i>												
TOTAL POINTS AVAILABLE			/100												

PART B - BIDDER COMMITMENT

1. At time of bid submission - The Commitment and Achievement tables may be used by bidders to submit their proposal.
 2. Bidders take note that a 0% commitment is considered to be no commitment.
 3. Canada reserves the right to verify any information provided in the IPP and that untrue statements may result in the tender being declared non-responsive.
 4. For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation Plan and periodically receive performance monitoring results.
-

PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For the successful Contractor only - If an IPP commitment is provided as part of the bid, 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 Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at end of contract.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Canada reserves the right to verify any information provided in the IPP.
4. The IPP Certification and IPP Achievement Reports must be submitted prior to final payment with details how the Contractor met its IPP commitment.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a 0.5% (insert deduction – this can be a full or partial deduction, but cannot exceed combined deduction % in the conditions below) deduction.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Participation Plan and periodically receive performance monitoring results.

Return Reports to:

Contracting Authority: Colin Simard
E-mail: Colin.simard@pwgsc-tpsgc.gc.ca

Contractor Certification

INDIGENOUS PARTICIPATION PLAN ACHIEVEMENT CERTIFICATION:		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE
The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.		

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

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

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

TABLE 1 – Head Office

Provide Current Business address			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the contract			
Home office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

TABLE 2 – On-site Indigenous Labour

Total No. of on-site Indigenous Employee Hours for This Contract _____ = _____ %
Total on-site / on and off-site Employee Hours (Indigenous and non-Indigenous) for This Contract

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

TABLE 3 – Indigenous Sub-Contracting/Suppliers

Total Cost for Indigenous Subcontracting/Suppliers for This Contract = _____ %
Total Value of the Bid Final Contract Value (including amendments TBD)

NOTE: only subcontractors and suppliers that can be confirmed as Indigenous businesses with a staffed office or facility within the area of the contract will be included in the calculations. Verification of Indigenous businesses will be made in accordance with 3.4 Subcontractors/Suppliers.

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

TABLE 4 – Indigenous Training

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Indigenous people trained	Indigenous Training Hours
Include type of training and hours of training.			

INDIGENOUS PARTICIPATION PLAN DEDUCTION CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the commitments specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of on-site Indigenous employee hours worked on the Contract and fails to fulfill their on-site Indigenous employment commitment, an amount of up to 0.5% of the final contract value may be deducted for non-performance. (Table 1A)
3. If the contractor does not meet the certified percentage of Indigenous subcontractors/Suppliers, and fails to fulfill their Indigenous subcontractors/suppliers commitment, an amount of up to 0.5% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor fails to fulfill their Indigenous training commitment, an amount of up to 0.5% of the final contract value may be deducted for non-performance. (Table 1C)
5. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any deductions owing and unpaid under this section.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IPP commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

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

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

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for on-site Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve on-site Indigenous employment commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">0 points</th> <th style="width:25%;">2 points</th> <th style="width:25%;">6 points</th> <th style="width:25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IPP commitment</td> <td>Demonstrated little to no effort to meet the IPP commitment</td> <td>Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION (100 - total assessed score)% x (final contract value) x 0.5%	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 1B - ASSESSMENT OF INDIGENOUS SUB-CONTRACTING/SUPPLIER DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous sub-contracting / supplier commitment.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1"> <thead> <tr> <th>0 points</th> <th>2 points</th> <th>6 points</th> <th>10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IPP commitment</td> <td>Demonstrated little to no effort to meet the IPP commitment</td> <td>Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION										
	(100 - total assessed score)% x (Final contract value) x 0.5%	\$\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										

TABLE 1C - ASSESSMENT OF INDIGENOUS TRAINING DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Indigenous training based on the following formula, where:</p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Indigenous training commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">0 points</th> <th style="width: 25%;">2 points</th> <th style="width: 25%;">6 points</th> <th style="width: 25%;">10 points</th> </tr> </thead> <tbody> <tr> <td>No information submitted to demonstrate efforts to meet the IPP commitment</td> <td>Demonstrated little to no effort to meet the IPP commitment</td> <td>Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IPP commitment and were proactive to mitigate shortfalls</td> </tr> </tbody> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IPP commitment	Demonstrated little to no effort to meet the IPP commitment	Demonstrated moderate effort to meet the IPP commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IPP commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION</p> <p>$(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 0.5\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>										