

AMENDMENT NO.: 1
TO THE TENDER DOCUMENTS
Defence Construction (1951) Limited

CLOSING DATE/TIME: As indicated on the *Electronic Bidding System*

PROJECT NO.: KN239913_82729

AMENDMENT DATE: April 13, 2026

PROJECT TITLE: Construction of New Watermain Backflow Prevention and Metering Stations
Kingston, Ontario

TO ALL TENDERERS:

THE PURPOSE OF THIS AMENDMENT IS TO GIVE EFFECT TO THE FOLLOWING:

1. To Issue Addendum (1 page)

Indigenous Benefits Plan and Tender Evaluation

2. As part of Canada's commitment to maximize the participation of and benefit to *Indigenous Businesses*, *Tenderers* are advised that this solicitation will include an *Indigenous Benefits Plan (IBP)* that aims to ensure *Indigenous Business* participation in this project. These set-asides for *Indigenous Business(es)* are pursuant to applicable trade agreement provisions.
3. *Tenderers* are advised to refer to the *Supplementary Conditions* to the General Conditions DCL32 for additional details about the *Indigenous Benefits Plan*, including the associated definitions and terms and conditions.
4. *Tenderers* must submit with their tender the information identified by the cells in **green** in the following table, which are to be entered directly into the Electronic Bidding System:

Item	Description	
1	<i>IBP Amount</i>	\$
2	Lump-sum price for the <i>Work</i>	\$

- 1 - An **IBP Amount** expressed in dollars (\$).
- 2 - A **Lump-sum price for the Work**, inclusive of the delivery of the *Indigenous Benefits Plan*.
5. *Tenderers* that submit an *IBP Amount* that represents less than one percent (1.00%) of their

lump-sum price for the *Work* will be considered non-compliant and will receive no further consideration. DCC will determine what percentage the *IBP Amount* represents in the following manner:

$$\frac{\text{IBP Amount}}{\text{Lump-sum price for the Work}} \times 100 = \%$$

6. Tenderers submitting as a *Joint Venture* between an *Indigenous Business* and a non-Indigenous Business are advised that only the *Work* carried out by the *Indigenous Business* that is party to the *Joint Venture* can be counted towards the *IBP Amount*.
7. Tenders will be evaluated out of 100 points as follows:
 - 7.1 The Lump-sum price for the *Work* component of the tender will be evaluated out of 90 points.
 - 7.2 The *IBP Amount* component of the tender will be evaluated out of 10 points.
8. Evaluation of Tenders:

8.1 Evaluation of the Lump-sum price for the *Work* Component:

- i. Each Tenderer's Lump-sum price for the *Work* will be prorated against the Tenderer offering the lowest Lump-sum price for the *Work* by dividing the lowest submitted Lump-sum price by the given Tenderer's submitted Lump-sum price. The resulting number will be multiplied by the weight factor identified in paragraph 7.1, as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
Lump-sum price for the <i>Work</i>	\$1,301,505.00	\$1,513,000.00	\$1,210,400.00
Calculation of points	1,210,400/1,301,505 = 0.93 0.93 x 90 = 83.70 points	1,210,400/1,513,000 = 0.80 0.80 x 90 = 72.00 points	1,210,400/1,210,400 = 1.00 1.0 x 90 = 90.00 points

8.2 Evaluation of the *IBP Amount* Component:

- .1 Each Tenderer's *IBP Amount* will be prorated against the Tenderer offering the highest *IBP Amount* by dividing the given Tenderer's *IBP Amount* by the highest submitted *IBP Amount*. The resulting number will be multiplied by the weight factor identified in paragraph 7.2, as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
<i>IBP Amount</i>	\$118,000.00	\$70,800.00	\$23,600.00
Calculation of points	\$118,000.00/\$118,000.00 = 1.00 1.00 x 10 = 10.00 points	\$70,800.00/\$118,000.00 = 0.60 0.60 x 10 = 6.00 points	\$23,600.00/\$118,000.00 = 0.20 0.20 x 10 = 2.00 points

8.3 Calculation of the overall scores:

- .1 A Tenderer's score for the Lump-sum price for the *Work* component and their score for the *IBP Amount* component will be added together to determine their overall score (to two (2) decimal places), as demonstrated in the following example:

	Tenderer 1	Tenderer 2	Tenderer 3
Lump-sum price for the <i>Work</i> Component Score	83.70	72.00	90.00
<i>IBP Amount</i> Component Score	10.00	6.00	2.00
Total Score	93.70	78.00	92.00

8.4 In accordance with 8.3. above, determination of the highest overall score will consider up to the first two (2) decimal places of a Tenderer's overall score.

8.5 In the event that the top two (2) overall scores are tied, the Tenderer that submitted the lowest Lump-sum amount will be selected.

9. Tenderers are advised that any ensuing contract for the performance of the *Work* will include an *Indigenous Benefits Plan*, and that by submitting a tender the Tenderer's commitment to subcontract the *IBP Amount* of the *Work* to one (1) or more duly qualified *Indigenous Businesses* becomes a binding condition of the contract.

10. To **ISSUE**:

- .1 Annex A - Indigenous Benefits Achievement Certification (2 pages attached)

11. All Tenderers should submit a completed List of Names for Integrity Verification form with their tender, as indicated in the Electronic Bidding System.
12. If a Tenderer fails to submit the completed List of Names for Integrity Verification form with their tender, DCC reserves the right to require a Tenderer to submit the List of Names for Integrity Verification form after the tender closes.
13. Reference DCL193E – Instructions to Tenderers for Electronic Bidding – **DELETE** Item 17 and **INSERT** new Item 17:

“17 LANGUAGE OF THE CONTRACT

17.1 English shall be the language of the Contract and the entire written and verbal communication between the parties with respect to any matters related to the performance of the subject matter of the Contract.

17.2 Unless otherwise specified in the Contract, all contractual documents to which the Contract applies or refers, as well as all deliverables, documents, reports, and results of work, services, or goods that the Contractor submits, provides, or delivers to DCC or Canada as part of the performance of the Contract, shall be in English.”

17.3 DCC reserves the right to translate, either internally or through a third party, any deliverable produced by the Contractor. In the event that DCC proceeds with translation, the Contractor may be provided with an opportunity to review and comment on the translated deliverable.

14. Reference DCL32 – General Conditions, GC 3.10.3 – **DELETE** “3.9.1 of GC3.9” and

INSERT “3.10.1 of GC3.10”.

15. Reference DCL32 – General Conditions – **DELETE** “3.8.1 of GC3.8” and **INSERT** new 3.8.1.

“3.8.1 To the extent to which they are available and consistent with proper economy and the expeditious carrying out of the *Work*, the *Contractor* should, in the performance of the *Work*, employ a reasonable number of persons who have been on active service with the Armed Forces of Canada and have been honourably discharged therefrom.”

16. The Contractor must provide a Fire Safety Plan in accordance with the National Fire Code of Canada (NFCC latest version) section 5.6.1.3. The *Contractor*’s responsibility for a Fire Safety Plan is limited to their construction activities and not for the whole building. Responsibility for fire safety of the building areas outside of the construction limits will remain with DND. DND/CF is responsible for the Fire Safety Plan for the occupied portions of the building. The plan shall be submitted to DCC by the *Contractor* within ten (10) business days of award for approval by the Base Fire Chief prior to commencement of construction or demolition operations. A copy of the approved Fire Safety Plan shall be posted and maintained on site at all times during construction and the *Contractor* shall ensure all persons accessing the construction site are briefed and adhere to the requirements of the plan.
17. To bid on an opportunity, a bidder must be registered on the Open Construction Source List used to tender the opportunity. If the legal name of the bidder does not appear on the Open Construction Source List, then DCC may consider their bid as being noncompliant. If you change the name of your company, it is therefore very important that you notify DCC of the change as well as consider making the change to your MERX account.
18. If you are forming a Joint Venture for the purpose of bidding on a contract, then at least one of the members of the JV must be registered on the Open Construction Source List used to tender this opportunity. If that is not the case, then your bid will be considered noncompliant.

End of Amendment No. 1



Annex A – Indigenous Benefits Achievement Certification

Contractor Name: _____

DCC Project # : _____

DCC Contract # : _____

Capitalized and italicized terms not defined herein have the meaning respectively given to them in the General Conditions corresponding to this Indigenous Benefits Achievement Certification.

A.1 *Indigenous Business(es)* Participation

Report on own work forces done by the *Contractor* (if the *Contractor* is an *Indigenous Business*) and, if applicable, subcontracts entered into between the *Contractor* and subcontracted *Indigenous Business(es)* to perform the *Work*, or part thereof, under the *Contract* during the reportable time of period of __date__ to __date__. The table below shall be filled out and submitted by the *Contractor* with each progress claim made under the *Contract*.

	Name of <i>Indigenous Business</i>	Services or <i>Material</i> Supplied	Total Dollar Value of Services performed or <i>Material</i> Supplied
Total			

Field Definitions

1) Name of *Indigenous Business*

The name of the *Indigenous Business* performing the *Work*, or part thereof, under the *Contract* and pursuant to the *Indigenous Benefit Plan* during the reportable period. Provide the name as it appears on the *Indigenous Business Directory*.

2) Services or *Material* Supplied

A description of the services or *material* supplied by the *Indigenous Business*.

3) Total Dollar Value of Services Performed or *Material* Supplied

The total dollar value of own work forces done by the *Contractor* (if the *Contractor* is an *Indigenous Business*) and, if applicable, subcontract payments made by the *Contractor* to subcontracted *Indigenous Business(es)* performing the *Work*, or part thereof, under the *Contract* and pursuant to the *Indigenous Benefit Plan*, during the reportable period. This column must be summed up to provide the total dollar value of all services performed or *material* supplied by *Indigenous Business*, under the *Contract* and pursuant to the *Indigenous Benefit Plan*, during the reportable period.



INDIGENOUS BENEFITS ACHIEVEMENT CERTIFICATION:

Name and Title

Authorized Signatory of the *Contractor*

Date

The *Contractor* certifies that the information contained in this Indigenous Benefits Achievement Certification is true, accurate and complete as at the signature date identified above.

1. Reference Drawing K-B35-9304/27-611 Site #1 – Existing Conditions and Removals, **DELETE** “Approx. 940m² of Treed Area to be Removed” and **REPLACE** with “Approx. 940m² of Treed Area Removed by Others - N.I.C.”
2. Reference Section 08 71 00 Door Hardware, **DELETE** item 1.8 Maintenance Service in its entirety.
3. Reference Section 22 07 19 Plumbing Piping Insulation, **DELETE** item 1.5.1.1 and **INSERT** the following:

“.1 Installer: Specialist in performing work of this Section with successful experience in this type and size of project, member of Thermal Insulation Association of Canada (TIAC).”
4. Reference Section 23 07 13 Duct Insulation, **DELETE** item 1.5.1.1 and **INSERT** the following:

“.1 Installer: Specialist in performing work of this Section with successful experience in this type and size of Project, be qualified to standards of and a member of Thermal Insulation Association of Canada (TIAC).
5. Reference Section 23 07 19 HVAC Piping Insulation, **DELETE** item 1.5.1.1 and **INSERT** the following:

“.1 Installer: Specialist in performing work of this Section with successful experience in this type and size of project, member of Thermal Insulation Association of Canada (TIAC).”
6. Reference Section 32 92 19.16 Hydraulic Seeding, **DELETE** item 3.11 in its entirety.