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INTRODUCTION

This guide has been developed through the co-operation of Electrical Contractors Association of Ontario, Electricity Distributors Association, Electrical & Utilities Safety Association, and their members. The purpose of this guide is to provide recommended procedures and language for calling bids that will ensure properly prepared bids are submitted by fully qualified contractors. Attention has been paid to the question of “due diligence” and its effect on the relationship between the contractor and the constructor. It is believed that the existence of suitable guidelines will be of benefit to both constructors and contractors in establishing a process that will lead to projects being completed safely and successfully.

The many topics and issues addressed in this document are meant only as a guide. Local policy and / or preference may prevail and every item in this guide may not necessarily apply to all situations.

It is recommended that legal or authoritative advice be sought if any question arises over the interpretation or application of any part of this guide.

NOTE: The term *constructor* is used throughout this guide only as a generic term to denote any organization that may be calling bids.

PRE-QUALIFICATION GUIDELINES

B A C K G R O U N D

As a result of the high demand for outside contracting, many constructors have been approached by new contractors who would like to be approved to bid on pending projects. These new contractors may be newly formed companies, companies from out of town or existing companies getting into areas in which they were previously not involved. The constructor is then faced with determining if these contractors are qualified and competent in performing the required work.

This guide is intended to help constructors evaluate new and existing contractors before allowing them to bid on projects. It outlines a list of different types of information that should be obtained from the contractor to ensure proper evaluation. The guidelines are general in nature since each constructor may have specific requirements that may have to be met.

P R E Q U A L I F I C A T I O N

Items to consider when pre-qualifying a contractor (not necessarily an exhaustive list):

- Type of work experience
- Safety record
- Company health and safety policy & program
- Membership with an appropriate safety association
- Workers' Compensation clearance certificate
- Injury prevention policy and program
- Competent personnel
- Certified equipment
- Certificate of insurance
- List of collective agreements and their expiry dates where applicable
- Financial standing and surety bonding

INFORMATION REQUIRED FROM CONTRACTORS

1. WORK EXPERIENCE

- Number of years in business
- Types of jobs done previously
- Number of jobs done previously
- Dollar value of jobs done previously
- Type of work for which they are requesting pre-qualification

2. EMPLOYEE QUALIFICATIONS

- Are all staff full-time employees or are they under contract?
- Key personnel in the company - names and areas of expertise
- Years of staff experience in related areas - current certification

3. COMPANY SAFETY POLICY AND PROGRAM

- Their health and safety policy
- Details of pertinent policies and programs
- In-house Health & Safety Committee or representative (as per OHS/A or Canada Labour Code Part II)
- Safety meeting schedule / minutes
- Safety Association affiliation

4. WORKERS' COMPENSATION AND SAFETY RECORD

- Workers' Compensation firm profile
- Workers' Compensation clearance certificate
- Letter of good standing / current membership certificate (from Safety Association)

- Workers' Compensation experience rating
- Safety record

5. EQUIPMENT & TOOLS

- List of vehicles, major equipment and tools available to complete the work
- Are these owned, rented or leased?
- Inspection / maintenance records / log books / operator's manuals for pertinent equipment and tools

6. PERSONAL PROTECTIVE EQUIPMENT

- PPE policy and statement of availability - types and quantities

7. LIABILITY INSURANCE

- Proof of appropriate type of insurance and appropriate coverage period
- Proof of limits of insurance per occurrence and aggregate

8. BONDING

- Agreement to bond as required

9. TRAINING

- Training - are staff competent / qualified?
- Have staff received pertinent up-to-date training?
- Appropriate current certification?

10. PROOF OF RELATED ASSOCIATION MEMBERSHIP

Examples (not necessarily exhaustive):

- Canadian Cable Television Association (CCTA)
- Canadian Independent Telephone Association (CITA)

- Canadian Construction Association (CCA)
- Construction Safety Association of Ontario (CSAO)
- Electrical Contractors Association of Ontario (ECAO)
- Electricity Distributors Association (EDA)
- Electrical & Utilities Safety Association of Ontario (E&USA)
- Industrial Accident Prevention Association (IAPA)
- International Municipal Signaler Association (IMSA)
- International Society of Arborists (ISA)
- Municipal Engineers Association (MEA)
- Ontario Telephone Association (OTA)
- Ontario Water Works Association (OWWA)
- Sewer and Water Construction Association (SWCA)

11. REFERENCE CHECKS

- Names of companies for which work has previously been done
Interviews with applicant
Note: The constructor should also call other companies not listed as references
- Financial capability (references, as required)

SUGGESTED BIDDING CONSIDERATIONS
COMMERCIAL ASPECTS

CONTRACTING METHODS

INVITATIONAL BIDDING

This is a method of obtaining bids from one or more contractors who have been pre-qualified according to their safety record, work experience, financial ability, equipment fitness and competency of staff. The availability of qualified contractors, the type of work to be performed, and the complexity of the work would determine the number of invited bidders.

Those calling bids should deal with the bidders in a fair and equitable manner, and in accordance with the terms and conditions of the tender call. The bidding process is a costly one for the contractor and all effort should be made to assess the bids in an objective way.

UNIT PRICE CONTRACT

A Unit Price Contract must clearly define the scope of work involved, must contain a clear and concise definition of the units of work and must include a method of measuring the units.

The Bid Documents should contain a schedule of units that are clearly listed and extendible to arrive at individual estimated total costs that may be added to establish a final estimated contract price.

STIPULATED PRICE CONTRACT

A Stipulated Price Contract is recommended where the scope of work is clearly defined and the costs for the contract can be accurately and readily estimated for a fixed price.

REQUEST FOR PROPOSAL

As the name implies, a “Request For Proposal” is a method to invite bids on a project whose specifications are usually performance or objective based.

TIME AND MATERIAL CONTRACT

(Labour, Material & Equipment)

A Time and Material Contract is recommended where the scope of work is not clearly defined or services are required on a per unit of time basis. Contract costs are then established on progress billings based on previously bid hourly, daily or crew rates as well as percentage mark-ups for materials supplied, all substantiated by material invoices and signed time sheets.

BID CLOSING

To ensure accurate and effective price competition, adequate time should be afforded the contractor to prepare the bid.

It is recommended that the bid closing days be Tuesday, Wednesday, or Thursday and that the bid should never close on the day following a holiday. It is further recommended that the bid closing time be established as 3:00 p.m.

A D D E N D A

Addenda, which will form part of the contract, should be issued in the event there is a correction or additional information is added to the bid documents.

All bidders should receive any addenda not less than 48 hours prior to the bid closing.

JOBSITE VISIT

Prior to submitting a tender, it is recommended that all bidders make a jobsite visit to be apprised of the jobsite conditions, safety requirements and the scope of the work.

INSTRUCTION TO BIDDERS

The Instruction to Bidders should contain the following:

- Clear instructions as to the method, form and completeness of the bid
- Bid and contract securities required
- Other documentation required (i.e. Workers' Compensation clearance certificate, insurance certificate, equipment list, etc.)
- Location of the work
- Time and place for receiving bids
- Number of copies of the bid form to be submitted
- Details of signing, sealing and witnessing;
- Instructions concerning unit, itemized, alternative, and separate prices
- Instructions for amending a bid prior to bid closing

BID DOCUMENTS

A complete set of bid documents generally consists of the following:

- Instructions to bidders
- Bid form
- Contract agreement and general conditions
- Supplementary conditions
- Specifications
- Drawings, design details and schedules
- Scheduling requirements
- Addenda (issued prior to bid closing)

BID ACCEPTANCE PERIOD

The Bid Documents should note a period of time for which the contractor's bid will be required to remain valid. A recommended guideline is that the contractor's bid remain valid for 30 days after the bid closing date.

SURETY BONDING

Bonding in contracting is another form of qualification that provides the owner with an assurance that the obligations will be met and that a surety company is prepared to stand behind the contractor.

BID SECURITY

If a project is of such a nature that bid security is required, the provisions should be stated in the Instructions to Bidders. It is recommended that it be in the form of a bid bond or certified cheque in an amount not exceeding 10% of the bid price.

PERFORMANCE SECURITY

The requirement for performance security should be related to risk. Larger projects likely will require substantially higher securities than smaller projects. Projects completed in stages can be eligible for a phased release of securities depending on the risk remaining. The cost of providing securities forms part of the bid price. It is important therefore to be reasonable in this requirement.

Securities can be in the form of a performance bond, a letter of credit or cash. Security instruments must be from a reputable bonding agency or financial institution and the body of the instrument shall make a direct reference to the performance of the terms and conditions in the contract.

It is important to define “performance” or “default” in the contract. In defining these terms consideration should be given to:

- Adherence to the specifications
- Measurable quality standards
- Operating parameters
- Timetables
- Notice provisions and timing for remedial work

Furthermore, it should be clearly stated who would judge the performance. It could be the field inspector, the designated contract administrator, the general manager / CEO or all of these (documentation required).

Lastly, the bid should be accompanied by a letter from the prospective bondholder or financial institution that the bidder will be provided with the securities if he / she is the successful bidder.

BID FORMS

The Bid Form should be the same for all bidders and should require only the information to evaluate the bid. All other information should be requested after the closing date.

Space to indicate contract timing, that is, earliest possible start and project duration (usually expressed in days or weeks) should be allotted on the bid form.

FORMAL AND NON-CONFORMING BIDS

SINGLE FORMAL BID

When one and only one bid is received, it should be considered acceptable. If the firm is unable or unwilling to award the contract the

bid should be returned unopened to the bidder. If the bid is opened and it meets all the requirements of the bid documents and the constructor's budget constraints the bid should be awarded. Once a bid has been opened, re-bidding should be avoided.

LATE BIDS

Bids received after the closing time should be returned unopened, labeled "Late Bid - Unopened".

MISTAKEN BID

If a bidder informs the firm, reasonably promptly after the bid closing and before the firm communicates acceptance of the bid, that a serious and demonstrable mistake has been made and requests to withdraw the bid, the bidder should be allowed to do so without penalty.

INSUFFICIENT BID SECURITY

If a bidder submits insufficient bid security as specified in the bid documents, the bid should be rejected.

ERRORS IN MATHEMATICS

In Unit Price Contracts, if there are mathematical errors in extending or adding unit prices on the bid form, the unit prices shall prevail and the extensions and contract price should be adjusted accordingly.

BIDS EXCEED BUDGET

Re-bidding should be avoided. The constructor should not re-bid for essentially the same project after the bid results are known. The contractor with the lowest acceptable bid should be awarded the contract.

POST BID AMENDMENTS

If the scope of the work changes after the bid closing but prior to the award, the constructor should attempt to negotiate the changes with the successful bidder. If negotiations are unsuccessful, the project can then be re-bid.

NON-CONFORMING BIDS

If a bid, after careful analysis, is found to be in non-compliance with the bid documents, it should be rejected. Any changes or qualifications made to the bid form, any errors or omissions, or any other non-compliance should be consideration for rejection where it gives an unfair advantage to one bidder over another.

A W A R D

AWARD CRITERIA

The contract should normally be awarded to the bidder with the lowest acceptable bid which complies to the selection criteria set out in the bid documents. Notwithstanding, other aspects such as due diligence, with respect to a contractor's past performance, may lead to decisions in favour of bidders other than the lowest bidder.

TIMING OF AWARD

Awarding of bids should be prompt. The constructor should take action within 10 days of receipt of bids.

If the award is not made within the acceptance period, the bid price is no longer firm. If the constructor wishes to award the contract after this period, it should obtain confirmation from the successful applicant that the bid is still valid and that the security and insurance requirements can still be met.

FORM OF AWARD

The constructor should signify acceptance of the bid in the form of a letter of intent or a purchase order to allow the contractor to expedite the project, commit human resources, and deploy equipment. It should include the bid prices and a brief description of the work. Depending on the policy of the constructor, the letter of intent or purchase order may be followed by a signed contract.

DISCLOSURE OF RESULTS

With regard to the disclosure of bid results, the constructor should establish a policy in accordance with current legislation. In any case the unsuccessful bidders should be notified promptly and their security deposits and / or bid bonds returned.

ERRORS AND OMISSIONS

Errors and omissions occurring in the bid documents, drawings and / or specifications are not the responsibility of the bidder, and accordingly, care should be taken to ensure that the engineering, drawings, specifications and bid forms are as complete and accurate as possible. However, there is a responsibility upon the bidders to advise of any obvious errors or omissions that might be discovered in the bid documents.

UNFORESEEN CONDITIONS

Bid documents normally require the bidders to familiarize themselves with the project and to verify site conditions. A contractor is not normally responsible for unforeseen conditions that may arise, such as extremes in weather, soil or frost. To address this potential situation, it is a best practice to include unit prices for special conditions.

CHANGES IN THE WORK

The key to a successful contract is clear definition of the project. This means accurate drawings and clear specifications. Despite the best intentions, there are numerous reasons for changes to the contract. Some of these may be: changes in the constructor's requirements, changes in site conditions, changes in government regulations, and / or emergencies. Where a significant amount of variability is expected, a unit price contract, or a time and material contract may be more suitable for the undertaking. Additional work is inherently accommodated in a time and material contract, whereas a unit price contract has the flexibility of accommodating both additions and deletions.

Contract changes should be carefully managed through a "Change Order", which describes the nature of the changes; the adjustments in the units or labour and equipment hours; and the total adjustment in price. In anticipation of such changes, unit prices, time and material rates might be requested in the bid specifications. This will allow either party to manage changes in an acceptable fashion.

DISPUTE RESOLUTION

It is recommended that a dispute resolution procedure be established to resolve serious differences in the interpretation of the bid specifications. It could include three stages:

- Negotiation
- Mediation
- Arbitration

Both parties are encouraged to reach an agreement through negotiation. Failing this, a mutually acceptable mediator is assigned to resolve the dispute. If this fails, either party may initiate arbitration (arbitration can be agreed to as mandatory and binding).

SUGGESTED CONTRACT CLAUSES

DUE DILIGENCE ASPECTS

B A C K G R O U N D

Constructors are increasingly being held accountable by the courts, not only for their own actions, but also the actions of their contractors, in matters pertaining to health, safety and environmental protection.

In a Supreme Court of Canada decision, “due diligence” was introduced as an effective defense for charges involving health, safety and environmental protection legislation.

“Due diligence” is a broad concept, which essentially refers to a reasonable series of actions taken by the firm to ensure compliance with the current legislation.

In retaining contractors, the constructor has a “due diligence” role in:

- The pre-qualification of contractors
- The bidding of contracts
- The compliance auditing of contractors

The following guidelines are written in the form of contract or bid document clauses. Additional clauses were added so that legal, insurance and performance issues have also been covered.

The extent to which these clauses are incorporated into the bidding practices depends on the scope of the contract and the inherent risks in the contract. For example, a contract for “excavation work” would be substantially different from a contract for photocopy repair.

The key thing to remember is this:

“In today’s legal environment firms are increasingly held more accountable for the actions of their contractors.”

The following clauses will help to protect the constructor's interest.

GUIDELINES

INDEMNIFICATION

The contractor shall indemnify and hold harmless the constructor, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceedings (herein called "claims") by third parties that arise out of, or are attributable to, the contractor's performance of the contract provided such claims are:

1. Attributable to the bodily injury, sickness, disease or death, or injury to or destruction of tangible property; and
2. Caused by negligent acts or omissions of the contractor or anyone for whose acts the contractor may be liable.

Without limiting the generality of this provision, this shall include violations of all applicable statutes and regulations involving health, safety and environmental protection.

INSURANCE - WORKERS' COMPENSATION

The contractor shall provide with the submission of the bid, a Workers' Compensation Clearance Certificate indicating that premiums are paid up to date. For projects longer than three months duration, such certificates must be updated every three months. Failure to renew certificates will result in the immediate termination of the contract without notice, and without penalty to the constructor.

INSURANCE - LIABILITY

The contractor shall provide with this bid a certified true copy of the

liability insurance certificate. Such coverage must be maintained continuously while the work is in progress, and renewal certificates must be provided as required, satisfactory in form to the constructor.

The coverage shall be as follows:

- \$5,000,000 aggregate and \$2,000,000 for each occurrence involving bodily injury or property damage, or works involving the potential for environmental impairment.

Note: The above liability insurance limit is a suggested amount. At the discretion of the constructor, a lower limit or variations of what is suggested may be deemed suitable, based on an assessment of the circumstances pertaining to the specific works.

Insurance policies shall contain coverage for environmental impairment, if the potential for environmental impairment is identified in the bid specifications. Special endorsements may be required for hazardous conditions such as blasting and helicopter operations, and waterway operations.

Note: Coverage for environmental impairment insurance to the private sector may be unavailable or prohibitively costly. This should be a consideration when specifying such requirements.

CONFORMITY TO LEGISLATION

The contractor must conform to all applicable legislation and regulations. Without limiting the generality of the foregoing this shall include the Occupational Health and Safety Act, the Employment Standards Act, the Environmental Protection Act and / or the Canada Labour Code Part II, as pertinent.

CONFORMITY TO CONSTRUCTOR SAFETY STANDARDS

The contractor should work to a standard equivalent to the constructor's policies, procedures and safety rules. In the event of inconsistencies between the contractor's and constructor's standards, the more stringent should apply.

ATTENDANCE AT SAFETY MEETINGS

Contractors must enable their staff to attend relevant safety meetings, and this bid should contain an hourly rate for such attendance. Cost of standing down any equipment is not reimbursable.

COMPETENCY OF STAFF

Appendix 'A' attached hereto provides the constructor's minimum competency requirements based on work content. A list shall be provided as per Appendix 'B' attached hereto, listing the competencies of all staff to be employed on the project. Staff not meeting the required competency level and not on the list should not be employed unless additional approvals are obtained.

SAFETY ASSOCIATION MEMBERSHIP

Where the project involves the installation or maintenance of overhead / underground plant near hydro facilities, contractors must be members of the Electrical & Utilities Safety Association. For the placement of equipment pads, vaults, maintenance chambers, conduits, poles and the excavation of trenches and laying of cables, Electrical & Utilities Safety Association membership is preferred. It is recommended that contractor workers receive appropriate electrical awareness training conducted by Electrical & Utilities Safety Association.

INJURY EXPERIENCE

The contractor shall submit with this bid historical information on injury experience, including pertinent Workers' Compensation Experience Reports (such as NEER, CAD 7, MAP in Ontario). Contractors bidding on larger projects, involving work on or in proximity to apparatus above 750 volts or involving work with the potential for environmental impairment, shall provide data for the last 5 completed years. All other contractors shall report data for the last year. Additionally, contractors must report on any fatal injuries in the last 5 years. Appendix 'D' indicates the form to be used for this purpose. Preference will be given to bidders with good ratings (i.e., those better than the class average for the bidder's own rate group).

CORPORATE HEALTH AND SAFETY POLICY

Contractors shall submit with their bid a copy of their corporate health and safety policy and details of their safety program, if not already on file with the constructor.

PRE-CONSTRUCTION MEETING

Allowances in the bid price shall be made for a pre-construction meeting with the person(s) in charge. Such meetings shall be for the purpose of establishing all the practices and procedures to be followed in completing the work. The constructor's staff is to ensure that there is a good understanding of constructor practices and procedures, and that all hazards shall be identified to the degree possible. Where the constructor's procedures are to be used, the contractor shall be instructed in the requirements for using the procedures. This meeting shall be documented by the constructor's staff and signed off by the contractor's person(s) in charge.

WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)

Contractors must conform to all the requirements of the Workplace Hazardous Materials Information System.

CONSTRUCTOR SAFETY AUDITS / CORRESPONDENCE

The constructor shall have the powers to audit any project, and determine whether its bid specifications, and as appropriate, safety and environmental policies and practices are being followed. Failure to comply may lead to the immediate suspension of the project without penalty to the constructor. Contractors and constructors are encouraged to maintain a communication system to allow for sharing of safety related activities and correspondence.

EQUIPMENT FITNESS

Prior to award, the successful bidders should submit a list of equipment to be used on the project. The constructor should approve any and all substitutions or alterations to this list. The list, as per Appendix 'C', should include the age and physical description / identification of the equipment, and should be accompanied by appropriate certificates of fitness (e.g. mechanical, electrical) as required by pertinent legislation. All vehicles (automobiles excepted) shall contain appropriate rescue equipment, fire extinguishers and first aid kits. Test certificates of rubber gloves, insulating material and other equipment must be made available to the constructor on demand, and should be maintained up-to-date by the contractor.

SUBCONTRACTING

All workers shall be employed by the contractor, and individuals on contract or subcontractors shall only be permitted with the written permission of the constructor.

CONTRACT AWARDS

Awards will be based on the traditional considerations of price, competency and the health, safety and environmental provisions of these bid specifications. The lowest bidder may not necessarily be the successful bidder.

SUCCESSORS AND ASSIGNS

The contract shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon the executors, administrators, successors, and assigns. Notwithstanding this provision the parties reserve the right to approve of assignments, and such assignments may be unreasonably withheld.

POST AWARD PROCEDURES

P R E A M B L E

At this point in the bidding process, after which a contractor has met the pre-qualification criteria, has bid the contract, and is now deemed as the successful bidder, a confirmation of their status is established through a filing of documents as required by the bid documents.

Once the contractor is established and purchase orders are issued and / or contracts signed, the plan for “how” the work will be executed is addressed with a pre-construction meeting and work plan. In the case of first time contractors, it is well advised to have an orientation meeting to familiarize them with the policies and procedures of the constructor.

At this point, compliance audits are determined to establish checks and balances throughout the project and to maintain a safe, high quality project.

The preceding steps should lead to a safe project, completed on time to the quality requirements of the specifications. However, there is always room for improvement from both the contractor and the constructor. To this end a feedback mechanism should be established, in the form of a post completion interview, to reinforce the things that worked well, and to identify opportunities for improvement.

F I L I N G O F D O C U M E N T S

The following documents as requested in the bid documents should be acquired from the contractor making sure they are all up to date:

- Insurance certificates
- Workers' Compensation Clearance Certificate
- Staffing documentation (appendix 'B')

- Equipment documentation (appendix 'C')
- Safety records:
 - health and safety policy
 - health and safety program
 - injury experience
- Security Bonds

ORIENTATION

If a contractor is about to engage in their first contract with the constructor, it is advisable to familiarize that contractor with the policies and procedures that pertain to the execution of that specific contract.

PRECONSTRUCTION MEETING AND WORK PLAN

To this point, a good “due diligence” foundation has been laid, but from here on in, we are dealing with the active aspects of “due diligence”. The pre-construction meeting is where procedures are reinforced or established for the particular project and monitoring is set-up. The issues that should be addressed are as follow:

- Notice of project – appropriate regulator (e.g., Ministry of Labour, Human Resources Development Canada)
- Establishing a schedule
- Discussion of work procedures
- Daily log-in procedures
- Communications plan
 - radio protocol
 - May-day procedures
 - work protection
 - customer relations
 - emergency / after hours phone numbers

- Injury / incident reporting
- Site visits / safety hazards evaluation
- Deficiency corrections
- Cleanup of site

COMPLIANCE AUDITS

As part of the monitoring process, it is suggested the following audits be considered:

- Technical compliance to bid documents
- Health, Safety and Environmental procedures
- Staff competency (use PPE)
- Equipment and vehicle condition
- Quality of workmanship
- Site conditions
- Schedule Compliance
- Cleanup of site

POST COMPLETION INTERVIEW

Upon completion of the project, the constructor should interview the contractor, along with representation from engineering, to provide an excellent feedback mechanism for areas such as:

- Identifying what worked well
- Opportunities for improvement
- Constructor documentation deficiencies
- Communications challenges
- Resolution of contractor deficiencies

APPENDICES

APPENDIX A'

Template of Minimum Competency Requirements

Nature of Work	Years Experience	Electrical Safety Awareness	First Aid	CPR	Safety in Line Clearing	Rescue Techniques
Water Distribution & Service Work						
Plant Maintenance - hydro - water - other						
Confined Space						
Equipment/Vehicle Operation						
Tree Trimming						
Working in proximity to U/G and O/H energized cables						
Working on Ladders/Towers						
Excavating in proximity to U/G energized plant						

NOTE: This table is a sample only and should be made project specific.

APPENDIX 'B'

Template of Staff Competencies

Nature of Work	Occupation	Level of Certification	Years Experience	Trade Certificate Number	Electrical Safety Awareness	First Aid	CPR	Drivers Licence	Z Endorsement	Propane

NOTE: This table is a sample only and should be made project specific.

APPENDIX 'D'
Injury Experience

Year (Previous 5)	Total Hours Worked A	Lost Time Injuries B	Frequency = $\frac{B \times 200,000}{A}$

Workers' Compensation Experience Rating Report (NEER, CAD 7, MAP, in Ontario)

List Any Fatalities in Last Five Years and Nature of Accident (If none please indicate)	
I certify that the above information is correct, and understand that erroneous data may result in the rejection of the bid.	
_____ Date	_____ Authorized Signature

APPENDIX 'E'
Compliance Matrix

STAFF	BIDDER #1	BIDDER #2	BIDDER #3	BIDDER #4
# of competent persons for project				
EQUIPMENT				
Quantity of certified vehicles equipped as required				
HEALTH AND SAFETY PROGRAM				
Yes or No				
INJURY EXPERIENCE				
Experience rating				
Fatalities (Yes or No)				
E&USA MEMBERSHIP or PERTINENT SAFETY ASSOCIATION MEMBERSHIP				
Yes or No				
ALL REQUIREMENTS MET				
Yes or No				

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