



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> Slope Stabilization	
<b>Solicitation No. - N° de l'invitation</b> EZ899-211337/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2020-11-18
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-039-8865	
<b>File No. - N° de dossier</b> PWY-0-43126 (039)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Standard Time PST <b>on - le 2020-12-03</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Park (PWY), Isabell	<b>Buyer Id - Id de l'acheteur</b> pwy039
<b>Telephone No. - N° de téléphone</b> (604) 365-0073 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC – km 155 – Alaska Highway, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## Amendment 001

This amendment is issued to

1. Revise the Bid and Acceptance Form;
2. Revise the Appendix 4 in English solicitation only;
3. Post addendum No. 1.

See the attached Addendum No. 1 dated 18 October 2020

DELETE Bid and Acceptance Form

INSERT Bid and Acceptance Form – 2020-11-18

The previously issued Bid and Acceptance Form is now replaced with **Bid and Acceptance Form – 2020-11-18**. The revised **Bid and Acceptance Form – 2020-11-18** must be used when submitting your bid.

DELETE: Appendix 4 - INDIGENOUS BENEFITS PLAN (IBP)

INSERT Appendix 4 - INDIGENOUS BENEFITS PLAN (IBP) – 2020-11-18

All other terms and conditions remain unchanged.

## **BID AND ACCEPTANCE FORM (BA) – 2020-11-18**

### **BA01 IDENTIFICATION**

Slope Stabilization, Km 155, Alaska Highway, BC

### **BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name: \_\_\_\_\_

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### **BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the TOTAL BID AMOUNT INDICATED IN APPENDIX 1.

### **BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 30 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 Substantial Performance by 19 February 2021 and the Substantial Completion by 26 February 2021.

### **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 4 - INDIGENOUS BENEFITS PLAN (IBP) – 2020-11-18**

### **1) Preamble**

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Peoples. This project will take place on the traditional territories of the Blueberry River First Nations and Halfway River First Nation. As part of Canada's commitment to reconciliation with First Nations, this procurement requires bidders to include an Indigenous Benefits Plan (IBP) that provides economic benefits to the local first nations on whose traditional territories the project is located through opportunities to provide goods, services, employment, sub-contracting or other measures. The bidder must provide specific planned benefits for the Indigenous People and Indigenous Firms of the above mentioned Nations throughout the duration of the project. PSPC has worked successfully in the past to leverage capacity building for Indigenous peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on all federal projects.

The Bidder's bid must include a plan for meaningful opportunities (such as the provision of goods, services, employment, sub-contracting or other measures) for local Indigenous Peoples throughout the duration of the project. Meaningful means the information provided is specific (names of firms and types of goods, services, employment, sub-contacting or other measures that could be provided) and reasonable (there is evidence provided of an effort by the bidder to engage with the local First Nations to determine the capacity within the First Nations to provide those opportunities, for example correspondence or support letter from the First Nation's companies or a record of phone or e-mail conversations).

If the bidder made a valid effort to contact members of the First Nations listed in the preamble (as below) and is unsuccessful in securing sub-contractors or other elements on the IBP as outlined below, it must still submit an IBP with the signed Certification form and provide some detail of its indigenous engagement efforts in addition to its contact efforts in order to meet the outlined objectives. The bidder must attempt to engage all the First Nations listed in the IBP preamble (as below) a minimum of ten (10) calendar days prior to the tender closing date.

Contact Information:

#### **Blueberry River First Nations**

Merli de Guzman  
Director of Operations, Blueberry River First Nations  
Telephone: (250) 630-2802  
Email : [bandadmin@blueberryfn.ca](mailto:bandadmin@blueberryfn.ca)

Or: Inya Mitrovic, MA  
Negotiator & Strategic Advisor, Blueberry River First Nations  
604-830-9122  
[imitrovic@mitrovicconsulting.com](mailto:imitrovic@mitrovicconsulting.com)

#### **Halfway River**

Brad Bonner  
President & Chief Operating Officer, Halfway River Group  
Telephone: 250-785-4058  
Email: [bbonner@halfwayrivergroup.ca](mailto:bbonner@halfwayrivergroup.ca)

### **2) Indigenous Benefits Plan (IBP) Form**

Inclusion of an Indigenous Benefits Plan is mandatory. The IBP value must be a minimum of 15.00% of the total bid amount in order to be compliant. Bids not achieving the minimum of 15.00% will be found non-compliant and will not be considered for contract award.

The total bid price (including the optional work) will be used to calculate and verify that the minimum IBP value of 15.00% has been achieved. For example, if a bid is \$1,000,000.00 then the minimum value for the IBP would be \$100,000.00 (\$1,000,000.00 x 15.00%). Please note that only the actual value will be used to determine if a bid is compliant (i.e. no rounding). A bid with an IBP value of 14.9%, for example, will be deemed non-compliant.

Using the provided form, provide a response to each of the requirements. Responses must be written into the space provided on the IBP form (no modifications allowed). When completing the form, the page width and length must not exceed 8.5" X 11".

Bidders must include the following with their submission:

- Goods, services, employment, sub-contracting and/or other measures provided by Indigenous Firms and/or members of the Nations listed in the Preamble. Examples of other measures could include the provision of transportation, training or a Cultural/Environmental Liaison from any of the listed Nation(s) to assist with communications between the contractor and the local community and assist in environmental monitoring, advising on traditional use (if any), etc.
  - If the Prime Contractor is owned by either the Blueberry River First Nations and/or Halfway River Group (or by two Nations listed in the preamble, or is part of a joint venture with the Blueberry River First Nations and/or Halfway River Group, own force will be considered equivalent to sub-contracting.
- Numbers and calculation details on how the bidder achieved an IBP totaling a minimum of 10.00% of their bid price.

**The information provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the required information or in the event that the information cannot be verified shall result in the Bidder being disqualified and no further consideration being given to the Bidder**

**A) Goods, Services, Employment and/or Subcontracting provided by Indigenous Firms:**

Identify specific First Nations goods, services, employment, sub-contractors or suppliers that will be used by the Bidder. Include the name of the FN.	Identify the estimated duration (number of days) of the services, employment or sub-contractor deployment.	Identify the estimated value of the goods/material/equipment, services, employment or sub-contracting carried out by the First Nations firms.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL VALUE</b>		\$

Other description/comments:

**B) Other Measures (if applicable):**

Description of any other plans or measures that the Contractor will fulfill for the IBP	Value \$

Other description/comments:

Total Value of the Indigenous Benefits Plan (IBP): \$ _____ <b>*Must be at least 15.00% of the bid price*</b>
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**3) Indigenous Benefits Plan (IBP) Certification**

The Bidder must submit the following certification to validate the Indigenous Benefits Plan (IBP) Form provided at the time of bid submission.

<b>BIDDER'S INDIGENOUS BENEFITS PLAN CERTIFICATION:</b>			
NAME (PRINT)	TITLE	SIGNATURE	DATE
The bidder authorized signatory certifies its IBP for contracting submitted with its bid is accurate and complete and acknowledges there is no conflict of interest as indicated in G17 Conflict of Interest – Unfair Advantage.			

The Bidder should obtain the following name and signature from the Halfway River First Nation and/or Blueberry River First Nations depending on which Indigenous group is incorporated in the IBP. The respective Indigenous group should validate and certify that the Indigenous Benefits Plan (IBP) Form provided at the time of bid submission is accurate and complete.

**BLUEBERRY RIVER FIRST NATIONS INDIGENOUS BENEFITS PLAN CERTIFICATION:**

NAME (PRINT)	TITLE	SIGNATURE	DATE
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The Blueberry River First Nation authorized signature certifies the Blueberry River First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).

**HALFWAY RIVER FIRST NATION INDIGENOUS BENEFITS PLAN CERTIFICATION:**

NAME (PRINT)	TITLE	SIGNATURE	DATE
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The Halfway River First Nation authorized signature certifies the Halfway River First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).

**4) Final Indigenous Benefits Plan Submission**

For the successful Contractor only.

The successful Contractor must submit the Final Indigenous Benefits Plan (in the same format as Part 2) for Canada's approval within 10 business days of the Contract Award. The Final Indigenous Benefits Plan is to include a clear description of the minimum amount of Indigenous Benefits committed to (Goods, services, employment, sub-contracting and/or other measures) throughout the duration of the Contract. In the event that only the base work is awarded (i.e. no optional work), the final IBP submission must be at least 15.00% of the Contract value. If any of the optional work is exercised after Contract award through a Contract amendment, the IBP value should proportionally reflect the minimum 15.00% of the total bid amount.

**5) Contractor Achievement Report and Certification**

1. For the successful Contractor only - the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid.

Canada reserves the right to audit the content of the report at any time. The Contractor must provide upon request detailed information such as invoices, work logs, payroll receipts, etc.

2. The Contractor must indicate if any objectives were not met, and explain why they were not met.

3. Information provided may be subject to verification.

4. Commitments made by the Contractor will be subject to SC02 Substantial Performance of the Work, SC03 Final Completion and SC04 Performance Evaluation of the solicitation document whereby:

R2850D GC5.5.3 is modified to include the following clause:

- d. 2 percent of the Contract Amount if the Contractor has not met or exceeded the commitments in the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

R2850D GC5.6.2 is modified to:

2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work" and less 2 percent of the Contract Amount, if the Contractor has not met or exceeded the commitments set out in Appendix 5, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

And;

R2810D GC1.22 (2017-08-17) Performance evaluation: Contract management is modified to include the following clause:

1, d, i, includes evaluating if the Contractor has not met or exceeded the commitments in the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

5. The IBP Contract Achievement Report and Certification, which includes the following table, must be submitted within ten (10) business days of final completion of on-site Work.

Return Report to:

Public Services and Procurement Canada Project Manager:

To be determined.

Email:

To be determined.

**Actual Benefits – Indigenous Benefits Plan**

**A) Goods, Services, Employment and/or Subcontracting provided by Indigenous Firms:**

Identify specific First Nations goods, services, employment, sub-contractors or suppliers that used by the Bidder. Include the name of the FN.	Identify the duration (number of days) of the services, employment or sub-contractor deployment.	Identify the value of the goods/material/equipment, services, employment or sub-contracting carried out by the First Nations firms.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL VALUE</b>		\$

Other description/comments:

**B) Other Measures (if applicable):**

Description of any other plans or measures that the Contractor fulfilled for the IBP	Value \$

Other description/comments:

Total Value of the Indigenous Benefits Plan (IBP): \$ _____
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<b>INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: PRIME CONTRACTOR</b>		
NAME (PRINT)	SIGNATURE	DATE
The Contractor authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.		

<b>INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: BLUEBERRY RIVER FIRST NATIONS</b>		
NAME (PRINT)	SIGNATURE	DATE
The Blueberry River First Nations authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.		

<b>INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: HALFWAY RIVER GROUP</b>		
NAME (PRINT)	SIGNATURE	DATE
The Halfway River Group authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.		

**The following changes/clarifications in the tender documents are effective immediately.  
This addendum will form part of the contract documents.**

**Responses to Questions from Bidders**

**Question 1:** Your tender form describes the 200mm dia. perforated pipe to be PVC but your specifications describes the perforated pipe to be CSP. Please clarify.

**Response 1:** The pipe shall be 200 mm diameter perforated CSP.

**Question 2a:** Can you please confirm the Substantial Performance and Substantial Completion dates included on Page 3 of Section 01 11 00 are correctly stated as January 27, 2021 and January 29, 2021 respectively. That is a very tight timeline for winter placement of materials, during daylight hours only, approximately 650m<sup>3</sup> per day and meeting 100% compaction.

**Question 2b:** In your specifications you have Substantial completion January 27, 2021 and substantial Completion January 29, 2021.

This is not achievable as the following timeline will need an extension

- 2 weeks Contract signing
- 4 weeks Submittals
- 2 to 3 weeks Christmas Holidays
- 4-6 weeks Construction Work

**Response 2a and 2b:** Date for Substantial Performance has been extended to 19 February 2021, and the date for Substantial Completion has been extended to 26 February 2021.

**Question 3:** I need clarification if there are any cut/fill/rip-rap requirement for the ditching between 2+95 to 3+26. Your profile does not mention if any work is required.

**Response 3:** For clarification, Typical Section 2b should be used for the chainage (2+95 to 3+26).

**End of Addendum No. 1**