



**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> Erosion Repairs	
<b>Solicitation No. - N° de l'invitation</b> EZ899-221131/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2021-09-15
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-041-9041	
<b>File No. - N° de dossier</b> PWY-1-44090 (041)	<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 Daylight Saving Time PDT <b>on - le 2021-10-07</b> Heure Avancée du Pacifique HAP	
<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> Sezginalp (PWY), Kipp	<b>Buyer Id - Id de l'acheteur</b> pwy041
<b>Telephone No. - N° de téléphone</b> (604) 367-5341 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PSPC – Liard River & Racing River – 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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation Amendment001 is issued to include a mandatory Indigenous Participation Requirement (IPR) to this solicitation and revise the Tender Notice – Notice of Proposed Procurement.

## **Solicitation Document**

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

#### **ADD:**

#### **SI 14 INDIGENOUS PARTICIPATION REQUIREMENT**

As part of Canada's commitment to support its First Nations population, this procurement contains a MANDATORY Indigenous Participation Requirement (IPR) that aims to provide specific socio-economic benefits to Indigenous People and Indigenous Firms of the Daylu Dena Council. The information that Bidders must provide is set out in Appendix 4 – Indigenous Participation Requirement (IPR) Form.

To assist bidders in preparing the IPR, please contact the designated representatives:

#### **Daylu Dena Council**

Iyon Kechika Contracting Ltd., Daylu Dena Council

Derek Loots, General Manager

Work: (250) 779-3010

Cell: (250) 775-0043

[derekloots@hotmail.com](mailto:derekloots@hotmail.com)

### **SUPPLEMENTARY CONDITIONS (SC)**

#### **ADD:**

#### **SC03 PERFORMANCE EVALUATION: CONTRACT**

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

1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

#### **SC04 TERMS OF PAYMENT**

R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

### **APPENDICES**

#### **ADD:**

## **APPENDIX 4 – INDIGENOUS PARTICIPATION REQUIREMENT**

### **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 Kaska Dena Council, specifically Daylu Dena Council (herein jointly referred to as “Indigenous Peoples”).

As part of Canada’s commitment to reconciliation with Indigenous Peoples, this procurement requires bidders to include an Indigenous Participation Requirement (IPR) that provides the local Indigenous Peoples on whose traditional territories the project is located, opportunities to participate in the performance of the federal Work through the provision of goods, services, training, employment, apprenticeship or sub-contracting opportunities. All bidders must provide specific planned participation for the Indigenous Peoples and firms owned by Indigenous Peoples throughout the duration of the project.

Canada 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.

### **2) Engagement with First Nations**

The Bidders must include a plan for meaningful opportunities, connected with the Work, for local Indigenous Peoples to participate throughout the duration of the project. Such opportunities may include the provision of goods, services, training, employment, apprenticeship or sub-contracting.

The word “meaningful” in the paragraph above means that the opportunities provided are maximizing the capacity of the Indigenous Peoples to participate in the Work being procured. This requires the bidder to engage with the local Indigenous Peoples to determine the Indigenous Peoples’ capacity to perform portions of the Work as a subcontractor, supplier, employee or apprentice.

For further clarity, an apprentice can be mentioned under both Appendix 4 and Appendix 5 without causing any conflict if that individual is in fact both an Apprentice and a member of an Indigenous Peoples’ community.

Bidders are expected to participate in Canada’s reconciliation efforts. As such, engagement with the Indigenous Peoples must be respectful and must not be delayed. Bidders are expected to start the engagement process with the Indigenous Peoples as soon as possible.

The bidder is encouraged to engage the identified contacts of the Indigenous Peoples listed below a minimum of seven (7) calendar days prior to the tender closing date.

Canada may require reasonable and verifiable evidence of reciprocal engagement between the bidder and any of the Indigenous Peoples contact persons identified below. Examples of reasonable and verifiable evidence include, but are not limited to, copies of written correspondence, a support letter or a record of reciprocal e-mail conversations.

Indigenous Peoples’ Contact Information (north to south):

#### **Daylu Dena Council**

Iyon Kechika Contracting Ltd., Daylu Dena Council  
Derek Loots, General Manager  
Work: (250) 779-3010  
Cell: (250) 775-0043  
[derekloots@hotmail.com](mailto:derekloots@hotmail.com)

### **3) Indigenous Participation Requirement (IPR) Form**

Inclusion of an Indigenous Participation Requirement is mandatory. A fully completed IPR Form satisfying the content and amount conditions below must be submitted with the bid for the bid to be found compliant.

The IPR must include work opportunities through the provision of goods, services, training, employment, apprenticeship or sub-contracting. Opportunities must contribute directly to the performance of the Work being procured.

The IPR value must be a minimum of 10.00% of the total bid amount indicated in Appendix 1 in order to be compliant. Bids not achieving the minimum of 10.00% will be found non-compliant and no further consideration will be given to the bid. For example, a bid with an IPR value of 9.9% will be non-compliant (i.e. no rounding).

Following contract award, the actual total contract value excluding applicable taxes will be used to calculate and verify that the minimum IPR value of 10.00% of the Contract value and will be used to determine if the contractor is compliant. For example, if the actual total contract value excluding applicable taxes is \$1,000,000.00, the minimum value for the IPR would be \$100,000.00 (\$1,000,000.00 x 10.00%).

Using the IPR form, provide a complete response to each of the requirements. Responses must follow the IPR form general format and the title text must not be altered.

If the Prime Contractor is owned by any one of the identified Indigenous Peoples or is part of a joint venture or a partnership with a firm owned by any one of the Indigenous Peoples, this will be calculated as being equivalent to sub-contracting and must be entered as such in the IPR form.

<b>Indigenous Participation Requirement - FORM</b>			
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Identify the specific Indigenous Peoples* by abbreviation</b>	<b>Identify by applicable letter or description if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).</b>	<b>Identify the estimated duration the elements of Column B will be required</b>	<b>Estimated total value of the elements in Column B (referred to as "target value")</b>
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>TOTAL VALUE of the Indigenous Participation Requirement</b>			\$
<b>Must be at least 10.00% of the total bid amount indicated in Appendix 1</b>			
** To be compliant at least one row must be completed and a numeric value must be entered in column D and totaled accordingly.			

\* Indigenous Peoples: **DDC** Daylu Dena Council

Other description/comments:

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**4) Indigenous Participation Requirement (IPR) Certification**

The Bidder must submit the Indigenous Participation Requirement Form at the time of bid submission along with a signed Bid and Acceptance Form (BA). By submitting the required documents, the bidder certifies that the Indigenous Participation Requirement is accurate, truthful and complete.

**5) Privacy and Public Access to Information** (For the successful Contractor only)

The Contractor agrees that the IPR may be publicly disclosed by Canada, including to the identified Indigenous Peoples or Parliamentary Committees, without the need to provide prior notice or obtain permission from anyone.

**6) Failure to Meet IPR Requirements** (For the successful Contractor only)

The Contractor must use all reasonable commercial efforts in meeting the target value included in the IPR submitted. In the event that the Contractor becomes aware that there are circumstances outside of their control that could impact the Contractor's ability to meet the IPR target value, the Contractor is to notify Canada in a diligent and timely manner and provide a mitigation strategy to meet the IPR target value.

**7) Contractor Report** (For the successful Contractor only)

As indicated in GC 5.4 1 c., the Contractor must provide an up-to-date cumulative Indigenous Participation Requirement report to Canada with every payment claim. For further clarity, performance of the IPR constitutes an integral part of the Contractor's contractual obligations and forms part of Section 2 a. of GC 5.4 Terms of Payment.

1: Using the IPR report, provide a response to each of the requirements. Responses must follow the IPR report general format and the title text must not be altered. In the event that a NIL report is submitted, the Contractor must provide an estimated timeline in the Other Description/Comments field for the implementation of the IPR that was included with their bid.

<b>Indigenous Participation Requirement – REPORT</b>			<b>Date : / / (Day/Month/Year)</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Identify the specific Indigenous Peoples* by abbreviation</b>	<b>Identify by applicable letter if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).</b>	<b>Identify the duration the elements of Column B is required</b>	<b>Total value of the elements in Column B (referred to as "target value")</b>
			\$
			\$
			\$
			\$
			\$
<b>TOTAL VALUE of the Indigenous Participation Requirement to date</b>			\$

\* Indigenous Peoples: **DDC** Daylu Dena Council

Other description/comments:

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2: 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.

3: The Contractor must indicate if any IPR values were impossible to achieve, explain why they were not met, and provide mitigation measures.

4. R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

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

1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

**All other terms and conditions remain unchanged.**