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**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> Nanaimo Military Camp Bunker Remedi Programme d'assainissement de l'abri fortifié du camp militaire de Nanaimo	
<b>Solicitation No. - N° de l'invitation</b> EZ897-220811/A	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2022-03-23
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-031-9110	
<b>File No. - N° de dossier</b> PWY-1-44169 (031)	<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 2022-03-28</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> Leung, Janie	<b>Buyer Id - Id de l'acheteur</b> pwy031
<b>Telephone No. - N° de téléphone</b> (778) 919-3273 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DND – Nanaimo Military Camp Bunker – Nanaimo, 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>

This Amendment 006 is raised to address questions.

**Q1.** There is no penalty clause indicated should a contractor not achieve the 7% IPR. What measures are in place to safeguard against a contractor overestimating the value if Indigenous Participation, and thereby gaining an unfair competitive advantage?

**A1.** IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement, will be part of the Performance Evaluation. Depending on the scoring achieved in the performance evaluation and the Contractor's previous performance evaluations, the Contractor could be suspended from any future PSPC solicitations. Please refer to R2810D GC1.22 (2017-08-17) Performance evaluation for more details.

Following contract award, the actual total contract value excluding applicable taxes will be used to calculate and verify that the minimum IPR value of 7.00% of the Contract value and will be used to determine if the contractor is compliant.

**Q2.** The RFP states "this procurement requires bidder to include an Indigenous Participation (IPR) that provides the local indigenous Peoples on whose traditional territories the project is located ....", and in other sections refers specifically, and only, to the Snuneymuxw Nation. The project site appears to fall within shared territories, and therefore does the IPR calculation extend to those First Nation(s) and First Nation member owned businesses?

**A2.** For this solicitation, the IPR calculation only extends to the Snuneymuxw Nation.

**Q3.** The RFP states that "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." This clause seems to indicate that the total value associated with, for example a joint venture, would count towards the IPR? If so, could this lead to a situation of 'flow-through' values whereby a non-Indigenous contractor self-performs most of the work as the JV and claims all that value as an IPR, which in effect provides little if any benefit to the Snuneymuxw Nation or a Snuneymuxw Nation member owned business. Please confirm that any work performed as a relevant JV, regardless of whether or not a non-Indigenous entity is completing all or a majority of that work, will count towards the IPR?

**A3.** Yes, if the Prime Contractor is part of a joint venture 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. Note that the IPR is a plan for meaningful opportunities that maximize the capacity of the Indigenous Peoples to participate in the Work being procured.

**Q4.** We kindly request a 10-day extension from the current closing date of March 28, 2022 to April 11, 2022.

**A4.** The closing date will remain on March 28<sup>th</sup>, 2022 at 2:00pm PDST.

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