

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC/Réception des soumissions -
TPSGC
11 Laurier/11 rue Laurier
Place du Portage, Phase III
Core 0A1/Noyau 0A1
Gatineau, Québec K1A 0S5
Gatineau
Ontario
K1A 0S5

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
Property Management Project Division/Division du
projet de gestion immobilière
Sir Charles Tupper Building 4th Fl
Édifice Sir Charles Tupper 4e étag
A-425-F
2720 Riverside Drive/
2720, promenade Riverside
Ottawa
Ontario
K1A 0S5

Title - Sujet AFD SERVICES - RP-2 / CAMPUSES	
Solicitation No. - N° de l'invitation EP008-122111/B	Amendment No. - N° modif. 020
Client Reference No. - N° de référence du client 20122111	Date 2012-11-15
GETS Reference No. - N° de référence de SEAG PW-\$\$GC-003-61226	
File No. - N° de dossier gc003.EP008-122111	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-20	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Rice, Tony G.	Buyer Id - Id de l'acheteur gc003
Telephone No. - N° de téléphone (613) 736-2870 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

This amendment is raised for the following:

1) To respond to proposed questions from the industry. Similar questions from different organizations have been consolidated to facilitate responses. Bidders are advised that they may propose any follow up questions or inquiries in accordance with Article 2.1.1 of the RFP.

Q82. Can PWGSC please explain the basis for excluding the Contractor from bidding on any other competitive procurement for performance of any work, as stated in article 7.20? Given that there are mechanisms, as referenced in 2.21.2 to deal with an unfair advantage, and our view that a source of conflict is not obvious, the only result of the exclusion in article 7.20 results in a smaller field of competing firms for any additional services referenced in 7.20, which is not to the advantage of PWGSC. The skill sets and expertise that may be required for the redevelopment of the Carling Campus would be distinctly different than the requirements of the project management delivery service for the capital projects identified to be performed on these portfolios. We would respectfully request PWGSC to reconsider the requirement in article 7.20 as referenced in Answer 43 in this light?

A82. The successful Bidder of this Solicitation will be the Services Provider for assets described in this Solicitation. In their role as Service Provider, the successful Bidder may be involved in the development of the project in performing their duties within the SOW and as such will be privy to the planning related to future work. If the procurement is initiated by Canada through a separate competitive process apart from the Work within this Solicitation, the successful bidder could be privy to detailed information about the planning for projects and therefore they will have real or perceived inside information and thus a conflict of interest. For these reasons, and in accordance with Article 7.20, the successful Bidder shall be considered to not be eligible to present a bid in response to any other competitive procurement for the performance of any work, such as property management services, project delivery services or optional services as described herein, related to the assets defined in this Solicitation and the resulting Contract. This clause does not preclude the Contractor from bidding on a future replacement contract for RP-2.

2) To modify reference to SACC 2035 Code of Conduct and Certifications - Contract.

In accordance with Article 7.5.1, all clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

In RFP Article 7.5.2, General Conditions: Delete reference to 2035 (2012-07-16) General Conditions – Higher Complexity – Services, article 41, Code of Conduct and Certification - Contract ;

And replace with:

2035 41 (2012-11-19) Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition to complying with the *Code of Conduct for Procurement*, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or

failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
 - a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code* of Canada, or
 - c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
 - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.