

**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, 2nd floor  
800, rue Burrard, 2e étage  
Vancouver, B.C.  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

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

Ce document est par la présente révisé; sauf indication  
contraire, les modalités de l'offre 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, 12th floor  
800, rue Burrard, 12e étage  
Vancouver, B.C.  
V6Z 0B9  
British C

|  |  |   |
|--|--|---|
| <b>Title - Sujet</b><br>DISO - Geotechnical Engineering  |  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>EZ899-141238/A   |  | <b>Date</b><br>2013-12-17   |
| <b>Client Reference No. - N° de référence du client</b>  |  | <b>Amendment No. - N° modif.</b><br>001                                   |
| <b>File No. - N° de dossier</b><br>TPV-3-36138 (004)   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$TPV-004-7127   |  |   |
| <b>Date of Original Request for Standing Offer</b>   |  | 2013-11-12  |
| <b>Date de la demande de l'offre à commandes originale</b>   |  |   |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2014-01-07</b>   |  | <b>Time Zone</b><br>Fuseau horaire<br>Pacific Daylight<br>Saving Time PDT |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Mestry, Ruth (TPV)  |  | <b>Buyer Id - Id de l'acheteur</b><br>tpv004                              |
| <b>Telephone No. - N° de téléphone</b><br>(604) 775-9385 ( )   | <b>FAX No. - N° de FAX</b><br>(604) 775-6633 |   |
| <b>Delivery Required - Livraison exigée</b>  |  |   |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>PWGSC - Various Locations, BC and Yukon                           |  |   |
| <b>Security - Sécurité</b><br>This revision does not change the security requirements of the Offer.<br>Cette révision ne change pas les besoins en matière de sécurité de la présente offre. |  |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |                          |                          |
|--|--------------------------|--------------------------|
| <b>Acknowledgement copy required</b>   | <b>Yes - Oui</b>         | <b>No - Non</b>          |
| <b>Accusé de réception requis</b>  | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>The Offeror hereby acknowledges this revision to its Offer.</b><br><b>Le proposant constate, par la présente, cette révision à son offre.</b>   |                          |                          |
| <b>Signature</b>   | <b>Date</b>              |                          |
| Name and title of person authorized to sign on behalf of offeror. (type or print)<br>Nom et titre de la personne autorisée à signer au nom du proposant.<br>(taper ou écrire en caractères d'imprimerie) |                          |                          |
| <b>For the Minister - Pour le Ministre</b>   |                          |                          |

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## Amendment 001

### Request for Standing Offer (RFSO): Geotechnical Engineering

1. Please OMIT Table of Contents “Appendix C - Doing Business A&Es” and REPLACE with the following:

“Appendix C - Doing Business with PWGSC - Pacific Region.”

2. Please OMIT GI 10 and REPLACE with the following:

#### **GI 10 SUBMISSION OF PROPOSAL**

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
  - a) obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting a proposal;
  - b) submit an original of the proposal plus the specified number of copies, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of proposals;
  - c) send its proposal only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the Request for Standing Offer or to the address specified in the Request for Standing Offer;
  - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
3. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 2. d) above.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. Public Works and Government Services Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.

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5. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
  6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
  7. Proposal documents and supporting information may be submitted in either English or French.
  8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.
3. Please OMIT GC 27 and REPLACE with the following:

**GC 27 Code of Conduct and Certifications - Standing Offer and Contract**

1. The Consultant agrees to comply with the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Consultant must also comply with the terms set out in this section.
2. The Consultant further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in setting aside the Standing Offer and terminating for default any resulting contracts. If the Consultant made a false declaration in its proposal, makes a false declaration under the contract, fails to diligently maintain up to date the information herein requested, or if the Consultant or any of the Consultant's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer, such false declaration or failure to comply may result in the setting aside of the Standing Offer and the termination for default of any resulting contracts. The Consultant understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Consultant 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 Consultant'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 Consultant must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Standing Offer and the period of any resulting contracts. The Consultant must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Consultant certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Consultant, 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 Consultant certifies that neither the Consultant nor any of the Consultant'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 Standing Offer and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Consultant certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this Standing Offer. In addition, the Consultant 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 Consultant nor any of the Consultant'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*.

4. Please OMIT Clauses RS 1.1.5 and RS 1.1.6 and REPLACE with the following:

RS1.1.5.

Solicitation No. - N° de l'invitation

EZ899-141238/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

tpv004

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

TPV-3-36138

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Unless otherwise indicated following or in the Call-Up, provide two (2) paper copies, one (1) PDF copy of all deliverables, plus one electronic version using Native WordPerfect or MS Word for specifications, and AutoCADD for drawings in accordance with the Appendix C - Doing Business with PWGSC - Pacific Region.

RS1.1.6.

All documents (drawings, specifications and estimates) are to be produced in accordance with Appendix "C" - Doing Business with PWGSC - Pacific Region and at project delivery stage as described in each individual Call-up.

5. Please OMIT Appendix B - Price Proposal Instructions and REPLACE with the following:

## **APPENDIX B - PRICE PROPOSAL**

### **INSTRUCTIONS**

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have a Senior Technician, the hourly rate provided must be equal to or greater than the hourly rate provided for the Technician Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer.
6. Travel and Living Expenses:
  - (a) For projects located in British Columbia (excluding Vancouver Island) and the Yukon Territory, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office - 800 Burrard Street, Vancouver, BC V6Z 0B9 - or from the Consultant's office to the project site, whichever is closer.
  - (b) For projects located on Vancouver Island, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Victoria Office - 1230 Government Street, Victoria, BC V8W 3X4 - or from the consultant's office to the project site, whichever is closer.
  - (c) Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the above locations are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
7. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

6. Please OMIT Appendix B - Price Proposal Instructions and REPLACE with the following:

### APPENDIX B - PRICE PROPOSAL

Name of Proponent: \_\_\_\_\_

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

| Column                         | A             | B                               | C     | D  | E       |
|--------------------------------|---------------|---------------------------------|-------|--|---------|
| Category of Personnel          | Weight Factor | Fixed Hourly Rates* Years 1 & 2 | A x B | Fixed Hourly Rates* Optional Years 3 & 4 | A x D   |
| Principal/Director of the firm | 5%            | \$                              |       | \$                                       | \$      |
| Senior Engineer                | 10%           | \$                              |       | \$                                       | \$      |
| Project Personnel              | 40%           | \$                              |       | \$                                       | \$      |
| Senior Technician              | 15%           | \$                              |       | \$                                       | \$      |
| Technician Personnel           | 25%           | \$                              |       | \$                                       | \$      |
| Administrative Support         | 5%            | \$                              |       | \$                                       | \$      |
| Sub-Totals                     |               |                                 | \$    |  |         |
| Multiplied                     |               |                                 | 50%   |  | 50%     |
| Total for Evaluation Purposes  |               |                                 | \$    | +  | \$ = \$ |

\* Refer to Standing Offer Particulars SP 3 Period of the Standing Offer.

All other terms and conditions remain unchanged.