

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
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publics et Services gouvernementaux Canada
800 Burrard Street, 2nd floor
800, rue Burrard, 2e étage
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, 12th floor
800, rue Burrard, 12e étage
Vancouver
British C
V6Z 0B9

Title - Sujet Rock Bay Remediation Proj. Stage 3	
Solicitation No. - N° de l'invitation EZ899-142200/A	Amendment No. - N° modif. 006
Client Reference No. - N° de référence du client	Date 2014-03-03
GETS Reference No. - N° de référence de SEAG PW-\$PWY-026-7195	
File No. - N° de dossier PWY-3-36278 (026)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-10	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Liu (PWY), Patty	Buyer Id - Id de l'acheteur pwy026
Telephone No. - N° de téléphone (604) 775-6227 ()	FAX No. - N° de FAX (604) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TC - Rock Bay, BC	

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

Amendment 006**REQUEST FOR PROPOSAL (RFP)**

REPLACE 2.1 SI1 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION
with the following:

2.1 SI 1 INTEGRITY PROVISIONS - RELATED DOCUMENTATION

2.1.1 Refer to section entitled Integrity Provisions - Proposal under the General Instructions to Proponents.

2.1.2 By submitting a proposal, the Proponent certifies, for himself and his affiliates, to be in compliance with the Integrity Provisions clause of the General Instructions to Proponents. The related documentation therein required will help Canada in confirming that the certifications are true.

REPLACE 4.21 GI20 Proposal (Bid) Security Requirements with the following:

4.21 GI20 Proposal (Bid) Security Requirements

4.21.1 The Proponent shall submit bid security with the proposal in the form of a proposal (bid) bond or a security deposit in an amount that is equal to not less than 10 percent of the proposal amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.

4.21.2 A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.

4.21.3 A security deposit shall be an original, properly completed, signed where required and be either
 (a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada

4.21.4 For the purposes of subparagraph 4.21.3 (a) of GI20
 (a) a bill of exchange is an unconditional order in writing signed by the Proponent and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.21.4 (c) of GI20, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 (c) An approved financial institution is

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- (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
- (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
- (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
- (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
- (v) Canada Post Corporation.
- 4.21.5 Bonds referred to in subparagraph 4.21.3 (b) of G120 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
- (c) registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 4.21.6 As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 4.21.7 An irrevocable standby letter of credit referred to in paragraph 4.21.8 of G20 shall
- (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
- (i) is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
- (ii) is to accept and pay bills of exchange drawn by the Receiver General for Canada;
- (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount which may be drawn against it;
- (c) state its expiry date;
- (d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
- (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and

- (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

4.21.8 Bid security shall lapse or be returned as soon as practical following:

- (a) the solicitation closing date, for those Proponents submitting non-compliant proposals; and
- (b) the administrative review, for those Proponents submitting compliant proposals ranked fourth to last on the schedule of proposals; and
- (c) the award of contract, for those Proponents submitting the second and third ranked proposals; and
- (d) the receipt of contract security, for the successful Proponent; or
- (e) the cancellation of the solicitation, for all Proponents.

4.21.9 Notwithstanding the provisions of paragraph 4.21.8 of GI20 and provided more than three compliant proposals have been received, if one or more of the proposals ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant proposal in order to retain the bid security of at least three valid and compliant proposals.

ADD 4.30 GI 29 Capital Development and Redevelopment Charges

4.30 GI 29 Capital Development and Redevelopment Charges

4.30.1 For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Proponent shall not include any monies in the proposal amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits

ADD GC1.19 Integrity Provisions - Contract

GC1.19 INTEGRITY PROVISIONS - CONTRACT

- 1) The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition, the Contractor must also comply with the terms set out in these Integrity Provisions.
- 2) The Contractor confirms that it 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 requested, or if the Contractor or any of the Contractor's Affiliates fail to remain free and clear of any acts or convictions specified in these Integrity Provisions during the contract period, such false declaration or failure to comply may result following a notice period 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) Affiliates

For the purpose of these Integrity Provisions, 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 these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.
- 4) The Contractor who is incorporated or who is a sole proprietorship has already provided a list of names of all individuals who are directors of the Contractor or the name of the owner. The Contractor who has submitted a bid as a joint venture has already provided a list of names of all directors, or the name of the owner, for each member of the joint venture. The Contractor must diligently inform Canada in writing of any changes affecting the list of names of directors during the contract period. The Contractor must also, when requested, provide Canada with properly completed and signed consent forms and associated information, and cooperate to the verification process.
- 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 in these Integrity Provisions 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) Time Period
The time period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge. In addition, for a conviction under paragraphs (a) or (b) of subsection 8, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Contractor must therefore provide a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions.
- 8) The Contractor certifies that neither the Contractor nor any of the Contractor's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions unless the time period, as defined in the Time Period subsection, has elapsed:
- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
- Her

- (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 , or
- 346 (c) section 119 (Bribery of judicial officers, etc.), section 120 (Bribery of officers), section (Extortion), section 366 to 368 (Forgery and other offences resembling forgery), section 382 (Fraudulent manipulation of stock exchange transactions), section 382.1 (Prohibited insider trading), section 397 (Falsification of books and documents), section 422 (Criminal breach of contract), section 426 (Secret commissions), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code , or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives) section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading representation), section 53 (Deceptive notice of winning a prize) of 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), section 4 (Accounting) or section 5 (Offence committed outside Canada) 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.

The Contractor also certifies that no one convicted under any of the provisions under (a) or (b) are to receive any benefit under the Contract, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

9) Foreign Offences

The Contractor also certifies that, within a period, as defined in the Time Period subsection, neither the Contractor nor any of the Contractor's Affiliates have been convicted of or have received a conditional or an absolute discharged, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

10) Subcontractors

The Contractor must ensure that subcontracts include Integrity Provisions no less favorable to Canada than those imposed in the resulting contract.

11) Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the Criminal Code, the Government Contract Regulations and the Code of Conduct for Procurement.

QUESTIONS AND ANSWERS

Question #1:

Further to Question #10 in RFP Amendment #2, is PWGSC aware of any new developments on the neighbouring properties that may affect the Work?

Answer #1:

We have been made aware that BC Hydro is planning to remediate the property immediately to the east of the Site, including the former Super Save mall and the adjacent Ocean Cement property between the mall and the Site. This offsite work may include installing a secant wall along a portion of the TC-Ocean Cement property line, and may start as early as 2014 March. This offsite work will not affect the Site Work and will not change any of the Project requirements. The Contractor is required to complete all Work within the Site boundaries and not rely on any offsite work, as per 011100 1.9. The Contractor is also required to install Temporary Support Walls around the Site boundary, as per 312333.01 3.8.

Question #2:

In specification 01 41 00 Regulatory Requirements, section 1.5.4 states that authorization from the Transport Canada Harbour Master is required for water discharge approval. What information will the Harbour Master require to issue such a permit or authorization? What terms and conditions will be attached to the discharge approval? How long does it normally take to obtain this water discharge approval?

Answer #2:

The Transport Canada Harbour Master is responsible for issuing the Discharge Approval under the authority of the Canada Marine Act. The Harbour Master will not issue a Discharge Approval to Proponent's, only to the Contractor. The Discharge Approval will require all discharge from the Site into the marine environment to comply with the same environmental criteria and other conditions described in the Contract. The Discharge Approval will also require the Contractor to demonstrate compliance (eg reporting). If the Contractor does not comply with the Discharge Approval, the Harbour Master may revoke the Discharge Approval, and no discharge from the site to the marine environment will be allowed. The Harbour Master will issue the Discharge Approval within 20 Working Days of receipt of a complete application.

Question #3:

In specification 01 31 23 33.01 Excavating, Trenching and Backfilling, section 3.6.4.1 states that approval is required "from the Harbour Master for the installation and operation of the Cofferdam as per the Canada Marine Act." What information will the Harbour Master require to issue such an approval? Will terms and conditions be attached to the cofferdam installation and operating approval? How long does it normally take to obtain this approval?

Answer #3:

The Transport Canada Harbour Master is responsible for issuing a Cofferdam Approval under the authority of the Canada Marine Act. The Harbour Master will not issue a Cofferdam Approval to Proponent's, only to the Contractor. The Cofferdam Approval will require the Cofferdam installation and maintenance comply with: conditions described in the Contract; the Canada Marine Act; and any associated requirements (including Navigable Waters Permit). The Cofferdam Approval will also require

the Contractor to demonstrate compliance (eg reporting). If the Contractor does not comply with the Cofferdam Approval, the Harbour Master may revoke the Cofferdam Approval, and the Cofferdam will not be allowed. The Harbour Master will issue the Cofferdam Approval within 20 Working Days of receipt of a complete application.

Question #4:

In specification 01 35 13.43 Special Project Procedures for Contaminated Sites, section 1.8.4.2 regarding operational testing of the waste water treatment plant states "Collect, analyze, and assess samples as recommended by a Qualified Professional." What type of technical specialist will be considered a Qualified Professional in this particular instance? What professional associations or affiliations will be acceptable for this Qualified Professional?

Answer #4:

The operational testing of the Water Treatment Plant would be considered to fall under the auspices of an environmental professional. There are several disciplines that could be considered environmental professionals, including professional chemists, engineers, geoscientists, agrologists, and biologists. In addition to their professional designation, a Qualified Professional must also be qualified to perform the required Work, as per 011100 1.2.33.

All other terms and conditions remain unchanged.

Solicitation No. - N° de l'invitation

EZ899-142200/A

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

Amd. No. - N° de la modif.

006

File No. - N° du dossier

PWY-3-36278

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No/ N° VME

NOTE TO PROPONENTS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, B.C. V6Z 0B9

Requisition No.: EZ899-142200/A
Tender Closing Date & Time: March 10, 2014 @ 1400 P.S.T.
Project Description: Rock Bay Remediation Project - Stage 3
Victoria, BC

ENVELOPE 1 - TECHNICAL COMPONENT

PL

REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 219 - 800 Burrard Street
Vancouver, B.C. V6Z 0B9

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ENVELOPE 1 - PRICE COMPONENT

PL