

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet OCIM décontamination bâtiment		
Solicitation No. - N° de l'invitation EF928-141646/A		Date 2014-03-24
Client Reference No. - N° de référence du client EF928-14-1646		Amendment No. - N° modif. 002
File No. - N° de dossier MTC-3-36311 (775)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$MTC-775-12628		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2014-02-27
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-04-02		Time Zone Fuseau horaire Heure Normale du l'Est HNE
Address Enquiries to: - Adresser toutes questions à: Aguilera, Maria Pia		Buyer Id - Id de l'acheteur mtc775
Telephone No. - N° de téléphone (514) 496-3573 ()	FAX No. - N° de FAX (514) 496-3822	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

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

AMENDMENT 002:

DELETE:

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SI02 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting an offer, the Offeror certifies that he and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of the General Instructions. The related documentation therein required will assist Canada in confirming that the certifications are true.

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GI01 CODE OF CONDUCT AND CERTIFICATIONS - OFFER

(remove the clause in its entirety)

...

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For contracts with a value less than 100 000.00\$

1. The following are the call-up's contract documents:

a. The call up against the Standing Offer, including any annexes

b. General Conditions and clauses

GC1	General Provisions	R2810D	(2013-04-25);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2010-01-11);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	
	(2010-01-11);		
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
	Supplementary Conditions		

c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3. The language of the contract documents is the language of the Price Proposal Form submitted.

For contracts with a value of 100 000.00\$ and more

1. The following are the call-up's contract documents:

-
- a. The call up against the Standing Offer, including any annexes
- b. General Conditions and clauses
- | | | | |
|------|--|--------|---------------|
| GC1 | General Provisions | R2810D | (2013-04-25); |
| GC2 | Administration of the Contract | R2820D | (2012-07-16); |
| GC3 | Execution and Control of the Work | R2830D | (2010-01-11); |
| GC4 | Protective Measures | R2840D | (2008-05-12); |
| GC5 | Terms of Payment | R2850D | (2010-01-11); |
| GC6 | Delays and Changes in the Work | R2860D | (2013-04-25); |
| GC7 | Default, Suspension or Termination of Contract | R2870D | (2008-05-12); |
| GC8 | Dispute Resolution | R2880D | (2012-07-16); |
| GC9 | Contract Security | R2890D | (2012-07-16); |
| GC10 | Insurance | R2900D | (2008-05-12); |
| | Supplementary Conditions | | |
| | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2007-05-25); |
- c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2 The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3 The language of the contract documents is the language of the Price Proposal Form submitted.

APPENDIX 6 - INSURANCE CERTIFICATE FORM *(delete and replace with attached document)*

REPLACE WITH:

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SI02 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting an offer, the Offeror certifies that he and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of the General Instructions. The related documentation therein required will assist Canada in confirming that the certifications are true.

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GI01 (2014-03-01) INTEGRITY PROVISIONS – OFFER

1. Offerors must comply with the Code of Conduct for Procurement. In addition, offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit offers as well as enter into contracts only if they will fulfill all obligations of the Contract.
2. By submitting an offer, offerors confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Standing Offer (SO). If it is determined, after issuance of the SO, that the Offeror made a false declaration, Canada will, following a notice period, have the right to set aside the SO and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information requested. The Offeror and any of the Offeror's Affiliates, will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any SO arising from this RFSO and any resulting call-ups.
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 Offeror'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. Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner. Offerors submitting offers as societies, firms, or partnerships do not need to provide lists of names.
If the required names have not been received by the time the evaluation of offers is completed,

Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

Canada may, at any time, request that the Offeror provide properly completed and signed consent forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process will result in the offer being declared non-responsive.

5. The Offeror must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Standing Offer arising from this RFSO and any resulting call-ups. The Offeror must also, when requested, provide Canada with properly completed and signed consent forms.
6. By submitting an offer, the Offeror certifies that it is aware, and that its Affiliates are aware that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, 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.
7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror'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 resulting call-ups if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. 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 9, 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 Offeror must therefore provide with its offer or promptly afterwards 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. If the documentation has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply within the time frame specified will render the offer non-responsive.
9. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror'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 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, or

- c. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 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 Offeror also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Standing Offer arising from this Request for Standing Offers and any resulting call-ups, 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.

10. Foreign Offences

The Offeror also certifies that, within a period, as defined in the Time Period subsection, neither the Offeror nor any of the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge, 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.

11. Subcontractors

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

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Offeror or any of the Offeror's Affiliates has elapsed, then the Offeror must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Offerors understand that Canada may issue a Standing Offer with an offeror where the Offeror or the Offeror's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or

legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all offers are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only offers containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

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 Contracts Regulations and the Code of Conduct for Procurement.

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CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

For contracts with a value less than 100 000.00\$

1. The following are the call-up's contract documents:

- a. The call up against the Standing Offer, including any annexes
- b. General Conditions and clauses

GC1	General Provisions	R2810D	(2014-03-01);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2008-05-12);
GC9	S/O		
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
	Supplementary Conditions		
- c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

- 3 The language of the contract documents is the language of the Price Proposal Form submitted.

For contracts with a value of 100 000.00\$ and more

1. The following are the call-up's contract documents:

- a. The call up against the Standing Offer, including any annexes
b. General Conditions and clauses

GC1	General Provisions	R2810D	(2014-03-01);
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	

(2010-01-11);

GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2012-07-16);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);

Supplementary Conditions

Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
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Supplementary Conditions

- e Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
f Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
g Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

- 2 The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

- 3 The language of the contract documents is the language of the Bid and Acceptance Form submitted.

APPENDIX 5 - PRICE PROPOSAL FORM

B4. Hourly rates for the mobilization and demobilization of sites

For the purposes of this evaluation, only the shaded fields must be filled out (please disregard the numbers written in the column "Fictitious hours & amounts"). These parameters were established to perform a uniform evaluation.

Description	Hourly Rate (\$/H)	Fictitious hours & amount	Total Price
Labour	Normal hours and outside of normal hours		
Foreman		100 H	
Regular staff		100 H	
Bid Total			\$

- Tous les autres termes, clauses et conditions demeurent les mêmes -



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services
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Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

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Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

--

Telephone number

--

Signature

Date D / M / Y



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Canada

CERTIFICATE OF INSURANCE Page 2 of 2

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>		<p>Other types of Insurance To be inserted in this space according to specifics of project. Use separate page if needed.</p>