

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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
Consultant Services Division/Division des services
d'experts-conseils
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Full Service Interior Design S.O.	
Solicitation No. - N° de l'invitation EN448-152437/A	Date 2015-07-10
Client Reference No. - N° de référence du client 20152437	Amendment No. - N° modif. 006
File No. - N° de dossier fe176.EN448-152437	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$FE-176-67450	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2015-06-05	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-29	
Address Enquiries to: - Adresser toutes questions à: Talom, Mike	Buyer Id - Id de l'acheteur fe176
Telephone No. - N° de téléphone (819) 956-3796 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various locations, National Capital Area	
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	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<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		

This amendment is raised to do the following:

A) Responses to questions

Question 14:

It is mentioned in the RFSO to include "Code of Conduct Certifications". Is it a document a proponent must create personally certifying that he agrees to the Code?.

Answer 14:

Please refer to D) below and to Supplementary Instructions to proponents SI 2, and General Instructions to Proponents' Integrity Provisions - Proposals.

Question 15:

We note SRE 3.2.3.2 (k) and (l) – Client references and Letter of Client Satisfaction: Client contact at working level. Must this be a PWGSC or Government of Canada client/tenant representative, or will a project manager-type contact (as in the case where the work was performed for a Construction Manager or Landlord in the their responsibility to a Government of Canada tenant)?

Answer 15:

Client references may be from the public or private sector.

B) GENERAL INSTRUCTIONS TO PROPONENTS (GI)

Delete in its entirety: Integrity Provisions - Proposal

Insert:

Integrity Provisions - Proposal

Integrity Provisions - Proposal

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or

subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control"

means

- a. direct control, such as where:

- i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
- iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
- iv. the general partner of a limited partnership controls the limited partnership; and
- v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.

- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity

- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of

- i. any securities of the entity that are beneficially owned by that person, and
- ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Proponents must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.htm>) and be eligible for the issuance of a standing offer or contract award under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>). In addition, Proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer (SO) and any resulting contracts, and submit proposals as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an offer, Proponents confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Standing Offer or to be awarded a contract. Canada will declare non-responsive any proposal in respect of which the information requested is incomplete 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 by the Minister of PWGS, after issuance of the SO, that the Proponent 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.

3. List of Names

- a. Proponents who are incorporated, including those submitting proposals as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Proponent. Proponents submitting proposals as sole proprietorship, as well as those submitting proposals as a joint venture, must provide the name of the owner(s). Proponents submitting proposals as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of proposals is completed, Canada will inform the Proponent of a time frame within which

to provide the information. Failure to provide the names within the time frame specified will render the proposal non-responsive. Providing the required names is a mandatory requirement for a Standing Offer to be issued.

- c. The Proponent must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.
-
4. Request for Additional Information
By submitting a proposal, the Proponent certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Proponent, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

 5. Lobbying Act
By submitting a proposal, the Proponent certifies that neither it nor any of its 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* (<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

 6. Canadian Offences Resulting in Legal Incapacity
By submitting a proposal, the Proponent certifies that:
 - a. it and the Affiliates of the Proponent have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. 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* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
 - ii. 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
 - b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that

would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

7. Canadian Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and the Affiliates of the Proponent have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. 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
 - ii. 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
 - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
 - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/E-15/>), or
 - v. 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>); or
- b. the Proponent has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

8. Foreign Offences

By submitting a proposal, the Proponent certifies that:

- a. the Proponent and its Affiliates have not, in the last three years, from the proposal submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Proponent or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Proponent or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and
 - iv. the Proponent or its Affiliate was entitled to present to the court every defence that the Proponent or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a standing offer or to be awarded a contract as described in (a).

9. Ineligibility for the issuance of a Standing Offer

- a. The Proponent confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Proponent or its Affiliate is ineligible to be issued a standing offer, subject to a Public Interest Exception.
- b. The Proponent confirms that it understands that it is ineligible for the issuance of a standing offer where it has been so determined by the Minister of PWGS under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>) and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Proponent or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Proponent must provide with its proposal

the completed *Declaration Form*

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Proponent or its Affiliate that has been convicted of certain offences is, ineligible to be issued a standing offer or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a standing offer or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Proponent or an Affiliate of the Proponent has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Proponent or an Affiliate of the Proponent has been found responsible, as the case may be, in the last three years, from the proposal submission date, the period of ineligibility for the issuance of a standing offer or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for the issuance of a standing offer or for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Proponent or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the *Criminal Records Act* (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and

- e. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* (http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) comes into force.

13. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Proponent or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Proponent confirms that it understands that a determination of ineligibility for the issuance of a standing offer or award of government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Proponent or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Proponent confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Proponent to be ineligible to be issued a standing offer or be awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Proponent confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Proponent

The Proponent confirms that it understands that the Minister of PWGS may suspend a Proponent from being issued a standing offer or from being awarded a contract for a period of

up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Proponent has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Proponent has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not abridge or suspend all other periods of ineligibility that may be imposed on a Proponent by the Minister of PWGS.

18. Third Party Validation

The Proponent confirms that it understands that where it or any of the Proponent's Affiliates has been subject to a period of ineligibility to be issued a standing offer or be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Proponent must provide by the Request for Standing Offers (RFSO) closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the re-occurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this proposal non-responsive.

19. Sub-consultants

The Proponent must ensure that subcontracts with first tier sub-consultants include Integrity Provisions similar to those imposed in the contract(s) resulting from the Standing Offer.

20. Public Interest Exception

The Proponent confirms that it understands:

- a. that, with the exception of a legal incapacity resulting from section 750(3) of the Criminal Code, Canada may issue a Standing Offer with a Proponent, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Proponent is the only person capable of performing the work;
 - iii. the standing offer is essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and;
 - iv. not issuing the Contract resulting from the Standing Offer would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;

- b. Canada may only issue a standing offer with a Proponent under this subsection where the ineligible Proponent has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

C) GENERAL CONDITIONS (GC)

Delete in its entirety: **GC 1** **Definitions**

Insert:

GC 1 **Definitions**

Administrative Agreement

is a negotiated agreement with the Minister of PWGS as provided for in the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>).

Affiliate

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

Applicable Taxes means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by *Canada* such as, the Quebec Sales Tax (QST) as of April 1, 2013;

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made;

Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;

Canada, Crown, Her Majesty or the Government

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has

Solicitation No. - N° de l'invitation
EN448-152437/A

Amd. No. - N° de la modif.
006

Buyer ID - Id de l'acheteur
fe176

Client Ref. No. - N° de réf. du client
20152437

File No. - N° du dossier
fe176EN448-152437

CCC No./N° CCC - FMS No/ N° VME

delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister; **Construction Contract** means a contract entered into between *Canada* and a *Contractor* for the construction of the Project;

Construction Contract Award Price means the price at which a *Construction Contract* is awarded to a *Contractor*;

Construction Cost Estimate means an anticipated amount for which a *Contractor* will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party identified in the Standing Offer to perform the *Consultant Services* under the Standing Offer and any subsequent Call-up, and includes the officer or employee of the *Consultant* identified in writing by the *Consultant*;

Contracting Authority means the party identified on the front cover page, responsible for the establishment of the Standing Offer, its amendments, administration, and any contractual issues relating to individual call-ups;

Contractor means a person, firm or corporation with whom *Canada* enters, or intends to enter, into a *Construction Contract*;

Contract Price means the amount stated in the Call-Up to be payable to the *Consultant* for the *Services*, exclusive of *Applicable Taxes*;

Control

means:

- a. direct control, such as where:
 - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is

divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

- iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
- a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
- a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:
 - i. any securities of the entity that are beneficially owned by that person, and
 - ii. any securities of the entity that are beneficially owned by any entity controlled by that person
 is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the *Project Brief or Terms of Reference*;

Days means continuous calendar days, including weekends and statutory public holidays;

"Departmental Representative"

means the officer or employee of Canada identified to the consultant in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement;

Ineligibility

means a person not eligible to contract with Canada;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Project Brief or Terms of Reference means a document describing in sufficient detail the *Services* to be provided by the *Consultant* to permit the *Consultant* to proceed with the *Services* and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Services means the Services provided by the *Consultant* and the Services required for the project as set forth in the Standing Offer and subsequent Call-up documents;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the *Consultant*, engaged by *Canada* directly or, at the specific request of *Canada*, engaged by the *Consultant*;

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the *Consultant* for the *Services* included in the Standing Offer or any subsequent Call-up;

Suspension

means a determination of temporary ineligibility by the Minister of PWGS;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

Total Estimated Cost, Revised Estimated Cost, Increase (Decrease) on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the *Contract Price*, or the revised *Contract Price*, or the amount that would increase or decrease the *Contract Price* and the *Applicable Taxes* as evaluated by the *Contracting Authority*, and does not constitute tax advice on the part of *Canada*.

Delete in its entirety: **GC 27 Integrity Provisions - Standing Offer and Contract**

Insert:

GC 27 Integrity Provisions - Standing Offer and Contract

1. Statement

- a. The Consultant must comply with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.htm>) and must comply with the terms set out in these Integrity Provisions.
- b. The Consultant confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to the setting aside of the Standing Offer and a termination for default of any resulting contracts. If the Consultant or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the Standing Offer and the period of any resulting contracts, Canada may, following a notice period, set

aside the Standing Offer and terminate for default 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.

2. List of Names

The Consultant must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the Standing Offer and the period of any resulting contracts.

3. Information Verification

The Consultant certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the Standing and any resulting contracts, the information provided by the Consultant, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

4. Lobbying Act

The Consultant certifies that neither it nor its 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*.

(<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

5. Canadian Offences Resulting in Legal Incapacity

- a. The Consultant has certified that neither it nor any of its Affiliates have been convicted of or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the *Criminal Code*, and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

- i. 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* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
- ii. section 121 (*Frauds on the government and Consultant 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or

- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).
6. Canadian Offences
The Consultant has certified that:
- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
- i. 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
 - ii. 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
 - iii. section 239 (*False or deceptive statements*) of the *Income Tax Act* (<http://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
 - iv. section 327 (*False or deceptive statements*) of the *Excise Tax Act* (, or
 - v. 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* (<http://laws-lois.justice.gc.ca/eng/acts/C-45.2/>), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act* (<http://laws-lois.justice.gc.ca/eng/acts/C-38.8/>), or
- b. the Consultant has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for to be issued a standing offer or to be awarded a contract.

7. Foreign Offences

The Consultant has certified that:

- a. it and its Affiliates have not, in the last three years, from the standing offer issuance date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible to be issued a standing offer or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:
 - i. the court before which the Consultant or the Affiliate of the Consultant appeared acted within the court's jurisdiction;
 - ii. the Consultant or the Affiliate of the Consultant appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud; and
 - iv. the Consultant or the Affiliate of the Consultant was entitled to present to the court every defence that the Consultant or the Affiliate of the Consultant would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (a).

8. Ineligibility to Contract with Canada

- a. The Consultant confirms that it understands that if after the issuance of a standing offer they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after issuance of the standing offer, a Consultant becomes ineligible to be issued a standing offer, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:
 - i. Set-aside the Standing Offer; and
 - ii. Terminate any resulting contracts for default; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- b. The Consultant confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity,

the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to be issued a standing offer or to be awarded a contract with Canada. If, after the issuance of a standing offer, an Affiliate of a Consultant becomes ineligible to be issued a standing offer or to be awarded a contract with Canada, Canada may, following a notice period, declare the Consultant to be ineligible and, to the extent that a standing offer has been issued:

- i. Set-aside the Standing Offer; and
 - ii. terminate any resulting contracts for default if, in the opinion of Canada, there is evidence that the Consultant directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- c. The Consultant confirms that it understands that where it has been declared to be ineligible to be issued a standing offer or to be awarded a contract with Canada under the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-fra.html>), it is also ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after the issuance of the Standing Offer, Canada may, following a notice period:
- i. set-aside the Standing Offer; and
 - ii. terminate any resulting contracts for default; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.
- d. The Consultant confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to be issued a standing offer or to be awarded a contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGS. Where the Consultant has been declared to be ineligible under the *Ineligibility and Suspension Policy* after issuance of the Standing Offer, Canada may, following a notice period:
- i. set-aside the Standing Offer; and
 - ii. terminate any resulting contracts for default; or
 - iii. require the Consultant to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

9. Declaration of Offences Committed

The Consultant understands that it has a continuing obligation to immediately declare all convictions to Canada under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections.

10. Period of Ineligibility

The following rules determine the period for which a Consultant or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Consultant or its Affiliate has pleaded guilty to or has been convicted of, the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Consultant or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections;
- c. subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Consultant or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGS.

11. Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Consultant or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the *Criminal Code* (<http://laws-lois.justice.gc.ca/eng/acts/C-46/>);
- d. received a record of suspension ordered under the *Criminal Records Act* (<http://laws-lois.justice.gc.ca/eng/acts/c-47/>); and
- e. been granted a pardon under the *Criminal Records Act*, as that Act read immediately before the day section 165 of the *Safe Streets and Communities Act* (http://laws-lois.justice.gc.ca/eng/annualstatutes/2012_1/) comes into force.

12. Foreign Pardons

A determination of ineligibility for the issuance of a standing offer or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Consultant or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, record of suspensions, or restoration of legal capacities by the Governor in Council.

13. Period of Ineligibility for Breaching Administrative Agreements

The Consultant confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

14. Obligations on Sub-consultants

The Consultant confirms that it understands that to the extent that it relies on a sub-consultant(s) to perform the Contract, the Consultant will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGS. Where the Consultant has entered into a contract with an ineligible sub-consultant and for which no prior written approval has been received by Canada, the Minister of PWGS will declare the Consultant to be ineligible to contract with Canada for a period of five years.

D) SRE 2.2 Specific Requirement for Proposal Format

Delete: Code of Conduct Certifications

Insert: Integrity Provisions - Associated Information

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED..