



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure,  
800 rue de la Gauchetière Ouest  
Voir aux présentes - See herein  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure,  
800 rue de la Gauchetière Ouest  
Voir aux présentes - See herein  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Réhabilitation dépotoir Sambault	
<b>Solicitation No. - N° de l'invitation</b> EF928-172441/A	<b>Amendment No. - N° modif.</b> 013
<b>Client Reference No. - N° de référence du client</b> EF928-17-2441	<b>Date</b> 2017-08-22
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-035-14403	
<b>File No. - N° de dossier</b> MTC-7-40019 (035)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-09-18</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lussier, Joël	<b>Buyer Id - Id de l'acheteur</b> mtc035
<b>Telephone No. - N° de téléphone</b> (514) 496-3862 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This solicitation amendment 013 is raised for the following elements:

Addition of the contract clauses of services related to part C-D and E of the price table note (operation and maintenance)

**Add :**

**6.1 Statement of Work**

The Contractor must perform the Work in accordance with paragraphs 1.3, 1.11, 1.13, 1.14, 1.15 of section 1 of specifications as well as section 83

**6.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

**6.3 General Conditions**

[2010C \(2016-04-04\), General Conditions - Services \(Medium Complexity\) apply to and form part of the Contract.](#)

**6.4 Term of Contract**

**6.4.1 Period of the Contract**

The period of the contract is from the certificate of completion issue date of the construction part, and valid for a period of one (1) year

**6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Joel Lussier  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Place Banaventure  
800 De la Gauchetière West, office 1110  
Montréal, Qué. H5A 1L6  
phone : 514-496-3862

Email : joel.lussier@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority**

Details to be provided at contract award

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **6.5.3 Contractor's Representative**

Details to be provided at contract award

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ as per annex B (price table section C, D and E). Customs duties are included and Applicable Taxes are extra.

### **6.7.2 Option to Extend the Contract**

During the contract extension period, the Contractor will be paid a firm price of \$ \_\_\_\_\_ as per annex B (price table section C, D and E) to perform all the work related to the contract extension period.

### **6.7.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

## **6.8 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general.
2. Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

The Contractor must distribute the invoices and reports as follows:

The original and two (2) copies of the invoices and maintenance reports must be forwarded to the technical authority for certification and payment. Please consult section 6.5.2

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

### 6.11 Financial security (For operation and maintenance only)

1. The Contractor must provide the Contracting Authority with financial security within \_\_\_\_\_ calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause [E0008C](#) in the amount of **\$150000** for the entire contract period, including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.  
These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.
5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada so converts the security deposit:
  - a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
  - b. if Canada enters into a contract to have the Work completed, the Contractor will:
    - i. be considered to have irrevocably abandoned the Work; and

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- ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

\*\*\* All other terms and conditions of the original solicitation remain unchanged \*\*\*