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Travaux publics et Services gouvernementaux

Canada

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See herein

NA

Québec

NA

**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**

Cette demande d'offre à commandes comporte des exigences relatives à la sécurité.

**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-Oue

800, rue de La Gauchetière Ouest

7e étage, suite 7300

Montréal

Québec

H5A 1L6

<b>Title - Sujet</b> RFSO Construction Laboratory	
<b>Solicitation No. - N° de l'invitation</b> EE520-211659/A	<b>Date</b> 2021-05-27
<b>Client Reference No. - N° de référence du client</b> EE520-211659	<b>Amendment No. - N° modif.</b> 004
<b>File No. - N° de dossier</b> MTC-0-43192 (790)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-790-16143	
<b>Date of Original Request for Standing Offer</b> 2021-04-22	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-16</b> Heure Avancée de l'Est HAE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guilbault, Isabelle	<b>Buyer Id - Id de l'acheteur</b> mtc790
<b>Telephone No. - N° de téléphone</b> (514) 476-8192 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> 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**

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

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**REQUEST FOR STANDING OFFER (RFSO)  
Construction Laboratory Services**

**AMENDMENT 004**

**THE REQUEST FOR STANDING OFFER DOCUMENT IS MODIFIED AS MENTIONED BELOW:**

Tenderers are advised that the following “*Answers to questions from bidders*” form integral part of the tender documents.

**1- Closing Date**

The tender closing date for the above mentioned project has been postponed until **June 16<sup>th</sup> 2021, at 2:00 pm (EDT)**.

**2- Answers to questions from bidders**

Questions # 11 and 12		
Number	Questions	Answers
#11	<p>It says in point 3.2.4 that the bidder must demonstrate that the firm has project staff at its service to provide the services required. We understand that the tender for standard offers over a wide territory in several distinct disciplines. At 3.2.4, Section 2.2.1, no more than 5 CV are requested. However, in Appendix B - Team Member Identification, it is requested to identify team members.</p> <ul style="list-style-type: none"><li>Do we have to present to Appendix B - all staff targeted for the mandate by area and discipline?</li></ul>	<p>Only the staff assessed must be presented. See this amendment below for shade by area.</p>
#12	<p>There appears to be an error in the English version of Appendix F, at page 107 under Set-aside for Aboriginal Business. We are asked to check the applicable box, but both contain the same text (The Bidder is an Aboriginal business...). Would it be possible to correct it?</p>	<p>Appendix F, English version only, is corrected and attached to this amendment.</p>

**3- Document « Request for Standing Offer (RFSO) »**

**PART 10 - SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

**SRE 2 OFFER REQUIREMENTS**

➤ **2.3 Specific Requirements for Offer Format**

**Delete:**

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

**Replace by:**

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is **fifty (50) pages for the entire Zone 1 (a, b and c), forty (40) pages for Zone 2 and forty (40) pages for Zone 3.**

\*\*\*\*\*

**SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

➤ **3.2 Rated Requirements**

**3.2.4 Skills and experience of staff assigned to the project**

**Delete:**

2. What the Offeror should provide:

- 2.1. Submit a maximum of five (5) resumé for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers. Team members are understood to mean the following:

**Replace by:**

2. What the Offeror should provide:

- 2.1. For Zone 1: Submit a maximum of fifteen (15) resumes, including five (5) for Zone 1a, five (5) for Zone 1b and five (5) for Zone 1c for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers. If the same resource is proposed for several zones, his/her resume must be presented each time.

For Zone 2: Submit a maximum of five (5) resumes for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers.

For Zone 3: Submit a maximum of five (5) resumes for the proposed team members who will provide the majority of the services required for the purposes of various call-ups to standing offers.

\*\*\*\*\*

**APPENDIX B – Team Identification**

**II. Specialists:**

**Delete:**

**Senior engineer**

**Replace by:**

**Senior engineer or senior geologist**

\*\*\*\*\*

**APPENDIX F – Declaration / Attestations Form**

Set-Aside under the Procurement Strategy for Aboriginal Business of *Comprehensive Land Claims Agreement (CLCA)*

Replaced Appendix F of the English version only by the following:

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**

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## APPENDIX F – Declaration / Attestations Form

Set-Aside under the Procurement Strategy for Aboriginal Business of *Comprehensive Land Claims Agreement (CLCA)*

### Requirements for the Set-aside Program for Aboriginal business / Certification

**Offerors must provide the following duly completed certification with their offer.**

#### Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, for more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:  
 The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**  
 [The Bidder is a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.](#)
4. The Bidder must check the applicable box below:  
 The Aboriginal business has fewer than six full-time employees.  
**OR**  
 The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of

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Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

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Printed name of owner and/or employee

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Signature of owner and/or employee

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Date

The term «Aboriginal» in the context of this tender call is interpreted as "Inuits" and "Creeps"

**Requirements for the Set-aside Program for Aboriginal Business (Supply manual Annex .4)**

1. Who is eligible?
  - a. An Aboriginal business, which can be:
    - i. a band as defined by the Indian Act
    - ii. a sole proprietorship
    - iii. a limited company
    - iv. a co-operative
    - v. a partnership
    - vi. a not-for-profit organizationin which Aboriginal persons have at least 51 percent ownership and control,  
  
OR
  - b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

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The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
  - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
  - ii. will, upon request, provide evidence that it meets the eligibility criteria;
  - iii. is willing to be audited regarding the certification; and
  - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions (SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

3. How must the business prove that it meets the requirements?

- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
- b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

4. What evidence may be required from the business?

- a. Ownership and control
  - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

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- ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
- i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
- ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
- iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.
5. Subcontracts
- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
- i. Indian registration in Canada;
- ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
- v. membership or entitlement to membership in a group with an accepted comprehensive claim;
- vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

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## **Appendix A Set-aside Program for Aboriginal Business**

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.