

**RETURN BIDS TO:**

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11 Laurier St. / 11, rue Laurier  
Place du Portage , Phase III  
Core 0A1 / Noyau 0A1  
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**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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**

Training and Specialized Services Division/Division  
de la formation et des services spécialisés  
11 Laurier St. / 11, rue Laurier  
10C1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Fairness Monitoring Services	
<b>Solicitation No. - N° de l'invitation</b> EP737-122873/B	<b>Date</b> 2012-11-20
<b>Client Reference No. - N° de référence du client</b> 20122873	<b>Amendment No. - N° modif.</b> 005
<b>File No. - N° de dossier</b> 113zh.EP737-122873	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$ZH-113-25016	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2012-10-19	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-04</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds(zh), Diane	<b>Buyer Id - Id de l'acheteur</b> 113zh
<b>Telephone No. - N° de téléphone</b> (819) 956-1141 ( )	<b>FAX No. - N° de FAX</b> (819) 956-9235
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein  Voir aux présentes	
<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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Amendment no. 005 is raised to amend the Table of Contents, Part 1, Part 2, Part 5, and Part 7, as follows:

1.0 Under Table of Contents, delete Part 5-Certifications in its entirety and replace with:

**PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

2.0 Part 1, General Information, delete paragraph 5 under article 2 Summary in its entirety and replace with:

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

3.0 Part 2, Offeror Instructions, delete article 1 Standard Instructions, Clauses and Conditions in its entirety and replace with:

**1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the RFSO 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>) issued by PWGSC.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the SO and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The subsections of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSOs, Standing Offers and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.

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2. Offerors further 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 herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein 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 herein during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer.
3. For the purpose of this section, 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:
- directly or indirectly either one controls or has the power to control the other, or
  - 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 this section 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 with their offer or promptly thereafter 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 with their offer or promptly thereafter 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 comply 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 an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

5. The Offeror must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the offer as well as during the period of any Standing Offer arising from this RFSO and any call-ups made against the Standing Offer. The Offeror must also, when so requested, provide Canada with the corresponding 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 herein, through independent research, use of any government resources or by contacting third parties.

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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 call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
8. By submitting an offer, the Offeror 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 RFSSO and any call-ups made against the Standing Offer. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:
- 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
  - 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 of Canada, or
  - section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
  - section 239 (False or deceptive statements) of the Income Tax Act, or
  - section 327 (False or deceptive statements) of the Excise Tax Act, or
  - section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Offeror must provide with its offer or promptly thereafter a copy of confirming documentation from an official source. If such 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 will render the offer non-responsive
10. Offerors understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- Only one person is capable of performing the contract;
  - Emergency;
  - National security;
  - Health and safety;
  - Economic harm.

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Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: 180 calendar days

4.0 Delete Part 5, Certifications in its entirety and replace with:

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

1. By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. 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 herein, through independent research, use of any government resources or by contacting third parties. 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 to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter 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 with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons 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 comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## **2. Additional Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

### **2.1 Federal Contractors Program - Certification**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a SO. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a SO.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-87-402/>). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture:

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>), S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not offer on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

## 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the FPS . It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act , R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ( ) NO ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.0 Part 7A, Standing Offer, delete clause 3.1 General Conditions in its entirety and replace with:

### 3.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the SO.

The subsections of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

1. The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Offeror must also comply with the terms set out in this section.
2. The Offeror further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in setting aside the Standing Offer and terminating for default any resulting contracts. If the Offeror made a false declaration in its offer, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Offeror or any of the Offeror's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer, such false declaration or failure to comply may result in the setting aside of the Standing Offer and the termination for default of any resulting contracts. The Offeror understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Offeror and agrees to immediately return any advance payments.
3. For the purpose of this section, 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 this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. The Offeror must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Standing Offer and the period of any resulting contracts. The Offeror must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Offeror certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

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6. 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 call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Offeror certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contracting arising from this Standing Offer. In addition, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Offeror nor any of the Offeror's affiliates has ever been convicted of an offence under any of the following provisions:
- 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
  - section 121 (Frauds on the government and Offeror 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 of Canada, or
  - section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
  - section 239 (False or deceptive statements) of the Income Tax Act, or
  - section 327 (False or deceptive statements) of the Excise Tax Act, or
  - section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

To add Section 12 - Access to Information to 2005 referenced above:

#### 2005 12 Access to Information

Records created by the Offeror, and under the control of Canada, are subject to the Access to Information Act. The Offeror acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

6.0 Part 7B, Resulting Contract Clauses, delete clause 2.1 General Conditions in its entirety and replace with:

### 2.1 General Conditions

2035 (2012-07-16), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The subsections of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Contractor's affiliates if:
  - a. directly or indirectly either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. The Contractor must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the contract. The Contractor must also, when so requested, provide Canada with the corresponding Consent Forms.
5. The Contractor certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

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6. The Contractor certifies that neither the Contractor nor any of the Contractor's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.
7. The Contractor certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under the contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
- 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 of Canada, or
  - c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under 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) 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.

To add Section 44 - Access to Information to 2035 referenced above:

2035 44 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**