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Public Works and Government Services / Travaux
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Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet KITCHEN WARE	
Solicitation No. - N° de l'invitation W0125-139735/C	Date 2014-03-04
Client Reference No. - N° de référence du client W0125-3-Q9735	Amendment No. - N° modif. 002
File No. - N° de dossier KIN-3-40089 (690)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$KIN-690-6304	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2014-02-18	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-31	
Address Enquiries to: - Adresser toutes questions à: Rider, Kim (Buyer)	Buyer Id - Id de l'acheteur kin690
Telephone No. - N° de téléphone (613) 545-8739 ()	FAX No. - N° de FAX (613) 545-8067
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 8 WING SUPPLY TRENTON 30 EAST NORTH STAR DRIVE BLDG 66 TRENTON, ON K0K 3W0	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W0125-139735/C

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

W0125-3-Q9735

Amd. No. - N° de la modif.

002

File No. - N° du dossier

KIN-3-40089

Buyer ID - Id de l'acheteur

kin690

CCC No./N° CCC - FMS No/ N° VME

Amendment #2

See attachment:

The Purpose of this amendment is to:

1. **Incorporate new Standard Instructions and General Conditions.**
 2. **Incorporate the new PWGSC integrity provisions taking effect on March 1st, 2014.**
Description of the changes as follows (Excerpt of the Synopsis to be published in SACC Version 2014-1 on March 1, for the Revised Integrity Provisions): The title of Section 01 entitled "Code of Conduct and Certifications" has been changed to "Integrity Provisions". A new subsection 8 is added to establish a Time Period of 10 years within which suppliers who have been convicted of offences or have received a conditional or an absolute discharge will be ineligible to do business with PWGSC. The text of subsection 9 has been revised to expand the list of offences that render convicted suppliers ineligible to do business with PWGSC including those who have pleaded guilty to a listed offence or have received an absolute or conditional discharge. A new subsection 10 is added to expand the ineligibility conditions to include similar offences in foreign jurisdictions. A new Subsection 11 is added to extend the Integrity Provisions to subcontractors. A new subsection 12 addresses preventive measures associated with the Time Period. The text of subsection 13 has been revised to clarify the circumstances when Canada may invoke the Public Interest Exception. A new subsection 14 is added to specify that these provisions do not apply to governments and entities controlled by a government. Other minor revisions to the text have been made throughout the section on Integrity Provisions.
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A. Under **Part 2 – Standard Instructions, Clauses and Conditions:**

Delete: 2006 (2013-06-01) Standard Instructions – Request for Standing Offers -Goods or Services – Competitive Requirements

Insert: 2006 (2014-03-01) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements

B. Under **Part 5 - Certifications:**

Delete: **Part 5 - Certifications** in its entirety.

Insert:

Part 5 - Certifications

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by the offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the offeror is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the standing offer period.

The Contracting Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the offer non-responsive or constitute a default under the Standing Offer.

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

1.1 **Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The

associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

C. Under Part 6 – Standing Offer and Resulting Contract Clauses:

Delete: **3.1 General Conditions**, in its entirety.

Insert:

3.1 General Conditions

2005 (2014-03-01), General Conditions – Standing Offers –Goods & Services, apply to and form part of the Contract.

Under Part 6 - Resulting Contract Clauses:

Delete: **10. Certifications** in its entirety.

Insert:

10. Certifications

10.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Under Part 6 - Resulting Contract Clauses:

Delete: **9. Priority of Document** in its entirety.

Insert:

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

- (b) the general conditions 2005 (2014-03-01), Standing Offers - General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____. (*Canada will insert information at time of award*)