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This amendment 001 is being raised to incorporate the following changes into Solicitation: M5000-140513/A:

Modifications:

**1. Refer to PART 2 - OFFEROR INSTRUCTIONS, Article 1. Standard Instructions, Clauses and Conditions**

**Delete: in its entirety**

**Insert:**

**PART 2 - OFFEROR INSTRUCTIONS**

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

All instructions, clauses and conditions identified in the Request for Standing Offers (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 Public Works and Government Services Canada.

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 Standing Offer and resulting contract(s).

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

**2. Refer to PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Article 1. Evaluation Procedures, section c):**

**Delete:**

- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

**Insert:**

- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

### **3. Refer to PART 5: CERTIFICATIONS**

**Delete: 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 offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror' certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### **1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

##### **1.1 Certifications Required Precedent to Issuance of a Standing Offer**

###### **1.1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

###### **1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

### 1.2.1 Canadian Content Certification

1.2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

1.2.1.2 SACC Manual clause M3069T (2010-01-11) Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

- ( ) **a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.**

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

## **4) Refer to PART 6 A STANDING OFFER/ Article 3. Standard Clauses and Conditions, Sub - Article 3.1 General Conditions**

Delete:

### 3.1 General Conditions

2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Insert:

### 3.1 General Conditions

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

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**5) Refer to PART 6 A STANDING OFFER, Article 9: Priority of Documents**

**Delete: 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment and Working Document;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer \_\_\_\_\_.

**6) Refer to PART 6 B, RESULTING CONTRACT CLAUSES Article 2. Standard Clauses and Conditions, Sub-Article 2.1 General Conditions**

**Delete:**

**2.1 General Conditions**

2010A (2013-04-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2013-04-25) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

**Insert:**

**2.1 General Conditions**

2010A (2014-03-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2014-03-01) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.