

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

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

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

Title - Sujet LEARNING SERVICES	
Solicitation No. - N° de l'invitation E60ZH-070003/H	Date 2015-07-08
Client Reference No. - N° de référence du client E60ZH-070003	Amendment No. - N° modif. 013
File No. - N° de dossier 121zh.E60ZH-070003	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$Z\$H-121-28308	
Date of Original Request for Supply Arrangement 2015-01-06 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-13	
Address Enquiries to: - Adresser toutes questions à: Deslauriers, Jean-Sébastien	Buyer Id - Id de l'acheteur 121zh
Telephone No. - N° de téléphone (819) 934-1423 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<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

E60ZH-070003/H

Amd. No. - N° de la modif.

013

Buyer ID - Id de l'acheteur

121zh

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

E60ZH-070003

File No. - N° du dossier

121zhE60ZH-070003

CCC No./N° CCC - FMS No/ N° VME

See attached document

This amendment 013 is raised to amend the RFSA to incorporate the new Government-wide Integrity Regime.

At PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES
A. SUPPLY ARRANGEMENT

Delete:

3.1 General Conditions

2020 (2014-09-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

Insert:

3.1 General Conditions

2020 (2015-07-03) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

Delete:

8. 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.

- i. the articles of the Supply Arrangement;
- ii. the general conditions 2020 (2014-09-25), General Conditions - Supply Arrangement - Goods or Services;
- iii. Annex A, Requirements for Services;
- iv. Annex B, Generic Security Requirement Check Lists;
- v. Annex C, Insurance Requirements; and
- vi. the Supplier's arrangement dated _____

Insert:

8. 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.

- i. the articles of the Supply Arrangement;
- ii. the general conditions 2020 (2015-07-03), General Conditions - Supply Arrangement - Goods or Services;
- iii. Annex A, Requirements for Services;
- iv. Annex B, Generic Security Requirement Check Lists;
- v. Annex C, Insurance Requirements; and
- vi. the Supplier's arrangement dated _____

Delete:

11. Suspension or Cancellation of Qualification by Canada

In addition to the circumstances identified in 2020 09 (2014-09-25), Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Supply Arrangement, or where the Supplier is in default in carrying out any of its obligations under this Supply Arrangement.

Insert:

11. Suspension or Cancellation of Qualification by Canada

In addition to the circumstances identified in 2020 09 (2015-07-03), Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement where the Supplier has made public any information that conflicts with the terms, conditions, pricing or availability of systems identified in this Supply Arrangement, or where the Supplier is in default in carrying out any of its obligations under this Supply Arrangement.

At ATTACHMENT E STANDARD INSTRUCTIONS - COMPETITIVE REQUIREMENTS - REQUEST FOR SUPPLY ARRANGEMENTS

Delete:

01 Integrity Provisions – Arrangement

1. Bidders must comply with the *Code of Conduct for Procurement*. In addition, Suppliers must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, and submit bids as well as enter into contracts only if they will fulfill all obligations of the Contract.

2. By submitting an arrangement, suppliers confirm that they 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 Supply Arrangement or awarded a contract. Canada will declare non-responsive any arrangement in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of contract award. If it is determined, after issuance of the SA, that the Supplier made a false declaration, Canada will, following a notice period, have the right to cancel the SA and terminate for default any resulting contracts. The Supplier will be required to diligently maintain up-to-date the information requested. The Supplier and any of the Supplier's Affiliates will also be required to remain free and clear of any acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of any SA arising from this RFSA and any resulting contracts.

3. Affiliates

For the purpose of these Integrity Provisions, 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 Bidder'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 and any conditional or absolute discharges specified in these Integrity Provisions which has the same or similar management, ownership, or principal employees, as the case may be.

4. Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting an arrangement as sole proprietorship, including those submitting an arrangement as a joint venture, must provide the name of the owner. Suppliers submitting an arrangement 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 arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for a Supply Arrangement to be issued.

Canada may, at any time, request that the Supplier provide properly completed and signed consent forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the arrangement being declared non-responsive.

5. The Supplier must diligently inform Canada in writing of any changes affecting the list of names of directors during this procurement process as well as during the period of any Supply Arrangement arising from this RFSA and any resulting contracts. The Supplier must also, when requested, provide Canada with properly completed and signed consent forms.

6. By submitting an arrangement, the Supplier 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 Supplier, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions, through independent research, use of any government resources or by contacting third parties.

7. By submitting an arrangement, the Supplier certifies that neither the Supplier nor any of the Supplier'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 Supply Arrangement and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

8. Time Period

The Time Period is 10 years and is measured from the date of the conviction or from the date of the conditional or absolute discharge.

In addition, for a conviction under paragraphs a. or b. of subsection 9, following the 10-year period, a pardon or a record suspension must have been obtained, or capacities must have been restored by the Governor in Council. The Supplier must therefore provide with its arrangement or promptly afterwards a copy of confirming documentation from an official source for its certification to be found true by Canada for the purpose of these Integrity Provisions. If the documentation has not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time

frame within which to provide the information. Failure to comply within the time frame specified will render the bid non-responsive.

9. By submitting an arrangement, the Supplier certifies that neither the Supplier nor any of the Supplier's Affiliates have been convicted of an offence or received a conditional or an absolute discharge under any of the following provisions, unless the time period, as defined in the Time Period subsection, has elapsed:

- 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](#), or
- c. section 119 (*Bribery of judicial officers, etc.*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
- d. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of 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*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) 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](#).

The Supplier also certifies that no one convicted under any of the provisions under a. or b. are to receive any benefit under a Supply Arrangement from this Request for Supply Arrangements and any resulting contracts, unless a pardon or a record suspension has been obtained or capacities restored by the Governor in Council, as defined in the Time Period subsection.

10. Foreign Offences

The Supplier also certifies that, within a period, as defined in the Time Period subsection, neither the Supplier nor any of the Supplier's Affiliates have been convicted of or have received a conditional or an absolute discharge, under any foreign offence that Canada deems to be of similar constitutive elements to the offences listed in these Integrity Provisions. Canada will also consider foreign measures declared by Canada to be similar in nature to the Canadian pardon, record suspension, or restoration of capacities by the Governor in Council.

11. Subcontractors

The Supplier must ensure that subcontracts include Integrity Provisions no less favourable to Canada than those imposed in the resulting contract.

12. Preventive Measures associated with the Time Period

In cases where the period (as defined in the Time Period subsection), for a conviction, or a conditional or an absolute discharge of the Supplier or any of the Supplier's Affiliates has elapsed, then the Supplier must also certify for itself and for its Affiliates that measures have been diligently put in place in order to avoid the reoccurrence of such convictions or reprehensible actions.

13. Public Interest Exception

Suppliers understand that Canada may issue a Supply Arrangement with a Supplier, where the Supplier or the Supplier's Affiliates have been convicted of or have received a conditional or an absolute discharge for an offence specified in these Integrity Provisions, when required to do so by law or legal proceedings, or when Canada in its sole discretion considers it necessary to the public interest for reasons which include, but are not limited to:

- o no one else is capable of performing the contract;
- o emergency;
- o national security;
- o health and safety;
- o economic harm;

If all arrangements are found non-responsive for reason of a listed relevant conviction or act, then Canada may invoke the public interest exception, as described in the paragraph above. In such cases, only arrangements containing a declaration concerning a relevant offence or act will be further considered. Canada may also elect to procure outside of the present process. In all cases, Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

14. Non-application

For governments, as well as entities controlled by a government, including Crown corporations, the present Integrity Provisions are reduced to complying with article 750 of the [Criminal Code](#), the [Government Contracts Regulations](#) and the [Code of Conduct for Procurement](#).

At ATTACHMENT E

STANDARD INSTRUCTIONS - COMPETITIVE REQUIREMENTS - REQUEST FOR SUPPLY ARRANGEMENTS

Insert:

01 (2015-07-03) Integrity Provisions - Arrangement

1. Interpretation

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement"

is a negotiated agreement between a supplier/potential supplier and the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](#).

"Affiliate"

is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control" means

- a. direct control, such as where:
 - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
 - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
 - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
 - iv. the general partner of a limited partnership controls the limited partnership; and
 - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:
 - a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:
 - a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of
 - i. any securities of the entity that are beneficially owned by that person, and
 - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility"

means not eligible for the issuance of a supply arrangement nor for contract award.

"Suspension"

means a determination of temporary ineligibility by the Minister of PWGS.

2. Statement

- a. Suppliers must comply with the [Code of Conduct for Procurement](#) and be eligible for the issuance of a supply arrangement or contract award under the [Ineligibility and Suspension Policy](#). In addition, Suppliers must respond to Requests for Supply Arrangements (RFSA) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSA, Supply Arrangement (SA), Requests for proposals from SA holders, bid solicitations and any

resulting contracts, and submit arrangements, bids as well as enter into contracts only if they will fulfill all obligations of the Contract.

- b. By submitting an arrangement, Suppliers confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Supply Arrangement or to be awarded a contract. Canada will declare non-responsive any arrangement in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Supply Arrangement (SA). If it is determined by the Minister of PWGS, after issuance of the SA, that the Supplier made a false declaration, Canada will, following a notice period, have the right to cancel the SA and to terminate for default any resulting contracts.

3. List of Names

- a. Suppliers who are incorporated, including those submitting an arrangement as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Supplier. Suppliers submitting an arrangement as sole proprietorship, as well as those submitting an arrangement as a joint venture, must provide the name of the owner(s). Suppliers submitting an arrangement as societies, firms, or partnerships do not need to provide lists of names.
- b. If the required list of names has not been received by the time the evaluation of arrangements is completed, Canada will inform the Supplier of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the arrangement non-responsive. Providing the required names is a mandatory requirement for a Supply Arrangement to be issued.
- c. The Supplier must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

4. Request for Additional Information

By submitting an arrangement, the Supplier certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the Minister of PWGS, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Supplier, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

5. Lobbying Act

By submitting an arrangement, the Supplier certifies that neither it nor any of its 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 Supply Arrangement and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

6. Canadian Offences Resulting in Legal Incapacity

By submitting an arrangement, the Supplier certifies that:

- a. it and the Affiliates of the Supplier have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. 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
 - ii. 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](#), or

- b. the Supplier has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or to be awarded a contract as described in (a).

7. Canadian Offences

By submitting an arrangement, the Supplier certifies that:

- a. the Supplier and the Affiliates of the Supplier have not, in the last three years, from the arrangement submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible be issued a supply arrangement or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
 - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
 - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
 - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
 - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- b. the Supplier has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or to be awarded a contract as described in (a).

8. Foreign Offences

By submitting an arrangement, the Supplier certifies that:

- a. the Supplier and its Affiliates have not, in the last three years, from the arrangement submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a supply arrangement or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
 - i. the court, before which the Supplier or its Affiliate appeared, acted within the court's jurisdiction;
 - ii. the Supplier or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
 - iii. the court's decision was not obtained by fraud, and

- iv. the Supplier or its Affiliate was entitled to present to the court every defence that the Supplier or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or awarded a contract as described in (a).

9. Ineligibility for Issuance of a Supply Arrangement

- a. The Supplier confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Supplier or its Affiliate is ineligible to be issued a supply arrangement, subject to a Public Interest Exception.
- b. The Supplier confirms that it understands that it is ineligible for the issuance of a supply arrangement where it has been so determined by the Minister of PWGS under the [Ineligibility and Suspension Policy](#) and that the period of ineligibility or suspension has not expired.

10. Declaration of Convicted Offences

Where a Supplier or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Supplier must provide with its arrangement the completed [Declaration Form](#), to be given further consideration in the procurement process.

11. Period of Ineligibility

The following rules determine the period for which a Supplier or its Affiliate that has been convicted of certain offences is, ineligible to be issued a supply arrangement or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Supplier or an Affiliate of the Supplier has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a supply arrangement or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Supplier or an Affiliate of the Supplier has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the arrangement submission date, the period of ineligibility for the issuance of a supply arrangement or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.
- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Supplier or an Affiliate of the Supplier has been found responsible, as the case may be, in the last three years, from the arrangement submission date, the period of ineligibility for the issuance of a supply arrangement or for contract award is ten years from the date of determination by the Minister of PWGS, subject to the Canadian Pardons and Foreign Pardons subsections.

12. Canadian Pardons

A determination of ineligibility for the issuance of a supply arrangement or for contract award will not be made or maintained by the Minister of PWGS under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Supplier or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;

- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

13. Foreign Pardons

A determination of ineligibility for the issuance of a supply arrangement or for award of government contracts will not be made or maintained, as the case may be, by the Minister of PWGS in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Supplier or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

14. Suspension of Period of Ineligibility

The Supplier confirms that it understands that a determination of ineligibility for the issuance of a supply arrangement or for award of government contracts made under these Integrity Provisions may be suspended by the Minister of PWGS through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Supplier or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

15. Period of Ineligibility for Providing False or Misleading Information

The Supplier confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of PWGS will declare a Supplier to be ineligible to be issued a supply arrangement or awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister of PWGS.

16. Period of Ineligibility for Breaching Administrative Agreements

The Supplier confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGS will lengthen the period of ineligibility for a period to be determined by the Minister of PWGS.

17. Suspension of a Supplier

The Supplier confirms that it understands that the Minister of PWGS may suspend a Supplier from being issued a supply arrangement or from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Supplier has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Supplier has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister of PWGS. A period of suspension does not suspend all other periods of ineligibility that may be imposed on a Supplier by the Minister of PWGS.

18. Third Party Validation

The Supplier confirms that it understands that where it or any of the Supplier's Affiliates has been subject to a period of ineligibility to be issued a supply arrangement or to be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Supplier must provide by the Request for Supply Arrangements (RFSA) closing date, a confirmation from an independent third party, recognized in advance by the Minister of PWGS, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this arrangement non-responsive.

19. Subcontractors

The Supplier must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the contract(s) resulting from the Supply Arrangement.

20. Public Interest Exception

The Supplier confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the [Criminal Code](#), Canada may issue a Supply Arrangement with a Supplier, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
 - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
 - ii. the Supplier is the only person capable of performing the contract(s) resulting from a bid solicitation against the Supply Arrangement (SA);
 - iii. the Contract(s) resulting from a bid solicitation against the SA are essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and
 - iv. not issuing the Contract resulting from a bid solicitation against the SA with the Supplier would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only issue a supply arrangement with a Supplier under this subsection where the ineligible Supplier has concluded an Administrative Agreement with the Minister of PWGS, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME