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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 a Standing Offer

Révision à une demande d'offre à commandes

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

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

Title - Sujet Fairness Monitoring Services		
Solicitation No. - N° de l'invitation EP737-150967/B		Date 2017-01-25
Client Reference No. - N° de référence du client 20150967		Amendment No. - N° modif. 003
File No. - N° de dossier 113zh.EP737-150967	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$ZH-113-30665		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2016-12-16
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-30		Time Zone Fuseau horaire Eastern Standard Time EST
Address Enquiries to: - Adresser toutes questions à: Reynolds(zh), Diane		Buyer Id - Id de l'acheteur 113zh
Telephone No. - N° de téléphone (873) 469-3941 ()		FAX No. - N° de FAX (819) 956-9235
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein Voir aux présentes		
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		

Amendment no. 003 is raised to amend Part 6A, Part 6B and Part 7B, as follows:

1.0 Part 6A, delete article 12 in its entirety and replace with:

12. Impartiality of Fairness Monitor

PWGSC engages the services of a fairness monitor for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. Achieving this goal requires that the fairness monitor selected be completely independent of the government, the process, and all the Offerors, to ensure an impartial assessment of the fairness of the process being monitored.

As a result, the Offeror must not:

- a) be related to any potential supplier for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the (*type of industry to be identified at time of call-up, see Article 7 Call-up Procedures*) industry, given that the procurement process to be monitored for fairness concerns this industry;
- b) have provided any advice to PWGSC or the Client (*Client name to be identified at time of call-up, see Article 7 Call-up Procedures*) regarding the procurement to be monitored for fairness; and
- c) have provided any advice, goods or services to any potential supplier for the procurement to be monitored for fairness during the (*number of months to be identified at time of call-up, see Article 7 Call-up Procedures*) months prior to the issuance of a call-up.

The Offeror represents that none of the above situations applies to the Offeror, any subcontractor it has or will retain to perform the Work under the Standing Offer and any resulting contract, or any of their respective employees. The Offeror acknowledges that it is within Canada's sole discretion to determine whether an appearance of conflict of interest, a conflict of interest or unfair advantage exists or will be created as a result of the Offeror performing the work described in the Statement of Work.

In the event the Offeror becomes aware of any matter that causes or is likely to cause any conflict in relation to the Offeror's performance under any resulting contract, or create an unfair advantage to the Offeror, the Offeror must immediately disclose such matter to the Project Authority and the Procurement Authority in writing by e-mail.

2.0 Part 6B, under article 2, delete clause 2.1 in its entirety and replace with:

2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 of 2035 General Conditions - Higher Complexity – Services, will not apply to payments made by credit cards.

Subsections 1 to 4 of Section 35 of 2035 General Conditions - Higher Complexity – Services, is deleted in its entirety and replaced with the following:

- 1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract or create or appear to create an unfair advantage to the Contractor. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority in writing by e-mail.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or unfair advantage exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict or create an unfair advantage to the Contractor in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing by e-mail.
4. If the Contracting Authority is of the opinion that any conflict exists or unfair advantage is created as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or unfair advantage or at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its employees or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently, independently, and impartially.

3.0 Part 7B, delete article 1 in its entirety and replace with:

1. Bid Solicitation Documents

- a) Canada will use the bid solicitation template High Complexity Bid Solicitation and Resulting Contract Template (HC) available on Public Works and Government Services Canada (PWGSC) Buyandsell.gc.ca Web site (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-sacc-manual/standard-procurement-templates#10>) based on the estimated dollar value and complexity of the requirement; and
- b) The bid solicitation will contain as a minimum the following:
 - i. security requirements;
 - ii. a complete description of the Work to be performed;
 - iii. 2003, Standard Instructions - Goods or Services - Competitive Requirements;
 - iv. bid preparation instructions;
 - v. instructions for the submission of bids (address for submission of bids, bid closing date and time);
 - vi. evaluation procedures and basis of selection;
 - vii. certifications;
 - viii. the type of industry (to be used for Article 3, Impartiality of Fairness Monitor);
 - ix. the name of the Client department (to be used for Article 3, Impartiality of Fairness Monitor);
 - x. the number of months (to be used for Article 3, Impartiality of Fairness Monitor);
 - xi. the applicable Group as per the Expert Control List (http://www.dfait-maeci.gc.ca/controls-controles/about-a_propos/expor/guide.aspx?lang=eng), if require access to Controlled Goods;
 - xii. conditions of the resulting contract.

4.0 Part 7B, under 2(c), delete paragraph (v) in its entirety and replace with:

v. **Tier 1 Contract Limitations:** Canada may compete work and award contracts to Qualified Active Suppliers in accordance with the following:

- 1) **Requirement valued up to the NAFTA threshold but less than or equal to \$2M:**
All Qualified Active Suppliers will be invited (using e-mail or GETS) to submit a proposal in response to a bid solicitation. A Notice of Proposed Procurement (NPP) will be posted on GETS for all requirements.

As a minimum, invited suppliers will be given a minimum of 15 calendar days to submit a proposal in response to a bid solicitation. The time limit for bidding may be extended based upon the complexity of the requirement.

5.0 Part 7B, delete article 3 in its entirety and replace with:

3. Impartiality of Fairness Monitor

PWGSC engages the services of a fairness monitor for certain projects as a formal oversight mechanism for obtaining independent validation on the fairness of departmental activities. Achieving this goal requires that the fairness monitor selected be completely independent of the government, the process, and all the Suppliers, to ensure an impartial assessment of the fairness of the process being monitored.

As a result, the Supplier must not:

- a) be related to any potential supplier for the procurement process to be monitored, or be a supplier in the business of providing goods or services in the (*type of industry to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) industry, given that the procurement process to be monitored for fairness concerns this industry;
- b) have provided any advice to PWGSC or the Client (*Client name to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) regarding the procurement to be monitored for fairness; and
- c) have provided any advice, goods or services to any potential supplier for the procurement to be monitored for fairness during the (*number of months to be identified at time of bid solicitation, see Article 1 Bid Solicitation Documents*) months prior to the issuance of a bid solicitation.

The Supplier represents that none of the above situations applies to the Supplier, any subcontractor it has or will retain to perform the Work under the Supply Arrangement and of any resulting contract, or any of their respective employees. The Supplier acknowledges that it is within Canada's sole discretion to determine whether an appearance of conflict of interest, a conflict of interest or unfair advantage exists or will be created as a result of the Supplier performing the work described in the Statement of Work.

In the event the Supplier becomes aware of any matter that causes or is likely to cause any conflict in relation to the Supplier's performance under any resulting contract, or create an unfair advantage to the Supplier, the Supplier must immediately disclose such matter to the Project Authority and the Contracting Authority in writing by e-mail.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED