



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
British Columbia

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

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**  
Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> CCGS Vector - Alongside Refit	
<b>Solicitation No. - N° de l'invitation</b> F1782-21C017/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> F1782-21C017	<b>Date</b> 2021-11-12
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-242-8308	
<b>File No. - N° de dossier</b> XLV-1-44088 (242)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Standard Time PST <b>on - le 2021-12-09</b> Heure Normale du Pacifique HNP	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Szczesniak, Michal	<b>Buyer Id - Id de l'acheteur</b> xl242
<b>Telephone No. - N° de téléphone</b> (250) 507-0647 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## SOLICITATION AMENDMENT 001

This Amendment is raised to:

- (a) Revise the Term of Contract;
- (b) Add anti-forced labour requirements;
- (c) Address questions from industry; and
- (d) Update the Technical Reference and Supporting Documents.

### Revision 1

Replace:

Article 1.2.2 (Term of Contract) in its entirety

with:

#### **"1.2.2 Term of Contract**

Work must commence and be completed as follows:

Commence: December 29, 2021;  
Complete: February 9, 2022.

By submitting a bid, the Bidder certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work."

### Revision 2

Replace:

Article 7.4 (Term of Contract) in its entirety

with:

#### **"7.4 Term of Contract**

##### **1. Work Period - Marine**

Work must commence and be completed as follows:

Commence: December 29, 2021;  
Complete: February 9, 2022.

- 2. The Contractor certifies that they have sufficient material and human resources allocated or available and that the above work period is adequate to both complete the known work and absorb a reasonable amount of unscheduled work.

##### **3. Work Site**

The vessel will be docked at the Institute of Ocean Sciences – 9860 W Saanich Rd, Sidney, BC."

## Revision 3

In Article 7.2.1 (General Conditions),

Insert:

The following text in 2030 (2020-05-28), General Conditions – Higher Complexity – Goods:

### **“2030 46 (2021-xx-xx) Anti-forced labour requirements**

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* and that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs *Trade* and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:

*Criminal Code*

  - i. section 279.01 (Trafficking in persons);
  - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
  - iii. subsection 279.02(1) (Material benefit - trafficking);
  - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
  - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
  - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or

*Immigration and Refugee Protection Act*

  - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2030 31- Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
- i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice unless Canada establishes a different deadline.”.

#### **Revision 4**

In Annex A (Statement of Work),

Replace:

Article A-4 (Technical References and Supporting Documents) in its entirety

with:

#### **“A4 Technical References and Supporting Documents**

- (a) The technical references and supporting documents are contained within the electronic files named:
1. “F1782-21C017A\_Tech\_Vol01\_v01.zip”;
  2. “F1782-21C017A\_C19\_v01.zip”.
  3. “F1782-21C017A\_Tech\_Vol02\_v01.zip”.
- (b) Additional supplementary information is contained within the electronic file named:  
“F1782-21C017A\_TSS\_v01.zip”
- (c) The above-referenced files are available upon request by emailing the Contracting Authority. The files will be subsequently distributed via epost Connect.”.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**