



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

Title - Sujet CCGS J.P. Tully - Alongside Refit	
Solicitation No. - N° de l'invitation F1782-22C002/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client F1782-22C002	Date 2022-03-04
GETS Reference No. - N° de référence de SEAG PW-\$XLV-597-8349	
File No. - N° de dossier XLV-1-44121 (597)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2022-03-10 Heure Normale du Pacifique HNP	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Large, Kathy	Buyer Id - Id de l'acheteur xlv597
Telephone No. - N° de téléphone (250) 216-4455 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

SOLICITATION AMENDMENT 002

This Amendment is raised to:

- a) Add anti-forced labour requirements;

Revision 1

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.”.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.