 Public Works and Government **Contract against a Supply Arrangement**

Services Canada 

**Contract No:** EP123-19XXXX/001/PQ  **Amend No. :**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Date:** 2022-04-26  **Organization:** | | | **Increase / Decrease:** $  **Previous Amount:** $ | | | | | | |
| This Contract confirms the verbal/written quote conducted on (YYYY-MM-DD): 2022-04-26 between the **Identified User (IU)** listed below and the **Contractor’s representative** | | | The **SUPPLIER** hereby accepts this Contract. (Return signed copy forthwith.)  Name and title of person authorized to sign on behalf of supplier.  **NAME/TITLE:**  ABC  **ADDRESS:**  123 Albert Street  Date: **SIGNATURE/ DATE:**  **To the Contractor:** This contract is an abbreviated version of the Standard Request for Bid (RFB), including the resulting Contract that forms part of your supply arrangement (SA) with PWGSC under the series no. E60PQ-140003/PQ. The terms and conditions of your SA apply to and form part of this Contract.  The Contractor must perform the Work listed in the Requirement & Basis of Payment (Annex A) herein as table 1 below. | | | | | | |
| **Financial Code(s):**  12345 | | |
| Contractor’s Supply Arrangement No. :  E60PQ-140003/0XX/PQ | | |
| **General  PSIB** | | |
| **NON-COMPETITIVE** Price Justification is required with the quote. It must be a current published price list with a discount to Canada.  **Non Competitive price justification on file.** | | | | | | | | | |
| **Terms and Conditions of Contract (Derived from Section 2 of the RFB)** | | | | | | | | | |
| **Invoices Contact and Address:**  The address shown in the delivery location below. | | | **Security - This contract includes security provisions if one of the boxes below are checked**:  The applicable security requirement(s) is(are) set out in the Security Requirement Check List attached as Annex B of this Contract. (IU to attach the applicable SRCL as Annex B to this template). The Contractor must fulfill the security requirements by meeting the terms in the checked box below:  *Contractor may be escorted; possession of security clearance not required.* Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.  *Possession of security clearance(s) is required. (see annex B attached if applicable)* | | | | | | |
| **Defence Contract:** This provision applies if the box is checked. | | | | | | | | | |
| **Table 1: Requirement & Basis of Payment (Derived from Section 2, Annex A of the RFB)** | | | | | | | | | |
| **#** | **Item Description** | | | | **QTY** | | | **Firm Unit Price** | **Subtotal Total ($)** |
|  | 12345  Table  PN6677 | | | |  | | | $ | $ |
|  |  | | | |  | | | $ | $ |
| Delivery ($):  Installation ($):  Subtotal – all goods and services required ($): | | | | | | | | | $ |
| $ |
| $ |
| Applicable Tax(es) ($): | | | | | | | | | $ |
| Total Contract Amount ($): | | | | | | | | | **$** |
| **Standard Finishes (applicable if not already established during verbal/written quote): Prior to the manufacturing/ordering of the products,** the Project Authority will provide the Contractor with a written notice of Canada’s finish choices for each of the product(s). | | | | | | | | | |
| **Delivery Location & Supplier Instructions:**  5th Floor, Government Building, 123 street  City, Province  A1B 2C3  Attention: Jane Designer | | **Date:**  2022-06-30 | | **Time:**  Regular Business  Hours | | Canada’s Facilities to Accommodate the Delivery (if applicable)  **Dock:** *Standard size*  **Lift:** *½ ton maximum*  **Door:** *12ft x 25ft*  **Freight Elevator:** *Yes. North side of building* | | | |
| Installation Location (if applicable):  ***(enter installation instructions)*** | | Date:  2022-06-30 | | Time:  *Same as above* | |
| For further information, contact the person: | | | | | | | Approved for the Minister.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature (Mandatory) | | |
| **Project Authority:** | | **Identified User (IU) / Contracting Authority (CA):** | | | | |
| Name:  [e-mail](mailto:xxxxxxt@tpsgc-pwgsc.gc.ca) address: | | Name/Title:  [e-mail](mailto:xxxxxxt@tpsgc-pwgsc.gc.ca) address: | | | | | | | |

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**ANNEX A**

**COVID-19 VACCINATION and SITE MEASURE COMPLIANCE**

Annex E consists of the following additional SACC Manual clauses to ensure non-federal workers entering Government of Canada buildings are fully vaccinated (2 doses) in preventing the spread of COVID-19.

SACC Manual clauses:

**4013 Compliance with on-site measures, standing orders, policies, and rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

**4014 Suspension of Work**

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) Termination for convenience of general conditions 2029.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor’s ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

**A3080T COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

**A3081T COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders should submit with their bid, but may be submit afterwards the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

See ANNEX B COVID-19 Vaccination Requirement Certification

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**ANNEX B**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

The Contractor is to complete and submit the COVID-19 Vaccination Requirement Certification below with their bid.

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

1. fully vaccinated against COVID-19;
2. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
3. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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