



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

Scientific, Medical and Photographic Division /
Division de l'équipement scientifique, des produits
photographiques et pharmaceutiques
L'Esplanade Laurier
140 O'Connor Street,
East Tower, 7th Floor
Ottawa
Ontario
K1A 0S5

Title - Sujet Lab Science Equipment	
Solicitation No. - N° de l'invitation E60PV-19EQUI/C	Date 2021-11-09
Client Reference No. - N° de référence du client E60PV-19EQUI	Amendment No. - N° modif. 004
File No. - N° de dossier pv958.E60PV-19EQUI	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$PV-958-78302	
Date of Original Request for Supply Arrangement 2019-12-30 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2030-03-29 Heure Normale de l'Est HNE	
Address Enquiries to: - Adresser toutes questions à: Beaulne, Sylvianne	Buyer Id - Id de l'acheteur pv958
Telephone No. - N° de téléphone (819) 230-8325 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
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		

This Revision is raised to modify the Request for Supply Arrangement (RFSA) as described below:

- Incorporate the new Government Directives of the Covid-19 vaccine;
- Remove paper and fax submission;
- Modify the Templates to include the new Covid-19 vaccination requirement and the Anti-forced labour requirements

RFSA REVISION

At Part 1, under 1.2 Summary

INSERT:

1.2.6 Applicability of COVID-19 vaccination requirements to individual solicitations

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a vaccination requirement pursuant to the COVID-19 Vaccination Policy for Supplier Personnel.

At Part 2, under 2.2 Submission of Arrangements

DELETE in its entirety

INSERT:

Arrangement must be submitted only via the epost Connect service provided by Canada Post Corporation to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit.

Note: For the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

No arrangement shall be sent directly to the PWGSC Contracting Authority.

Due to the nature of the Request for Supply Arrangement, hard copy bids (paper or soft copies on media) submitted to PWGSC will not be accepted.

Due to the nature of the Request for Supply Arrangement, transmission of offers by facsimile to PWGSC will not be accepted.

At Part 3, under 3.1 Arrangement Preparation Instructions

DELETE in its entirety

INSERT:

Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications

Due to the nature of the RFSA, arrangements transmitted by hard copy (paper or soft copies on media) or facsimile submitted to PWGSC will not be accepted.

Prices must appear in the financial arrangement only. No prices must be indicated in any other section of the arrangement.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they meet the technical evaluation criteria.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex B – Product & Discount Template Instructions and Annex G – Attachment under the Product & Discount Template.

Revision to the Templates under the Supply Arrangement

AT ANNEX C – LOW DOLLAR VALUE CONTRACT CLAUSES:

Under 3. Standard Clauses and Conditions

DELETE

The **2004** (2016-04-04) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

INSERT

The **2004** (2020-05-28) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Under 3.1 General Conditions

DELETE

2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

INSERT

2029 (2020-05-28) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Under 3.1 General Conditions

INSERT

2029 29 (2020-05-28) 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 2029 19 - 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 2029 19- 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 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 2029 19- 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 2029 19- 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.

Under 3.1 General Conditions

INSERT

Additionally, if the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, also include SACC Manual clauses 4013 - Compliance with on-site measures, standing orders, policies, and rules and 4014 - Suspension of the work. If the requirement is not subject to this Policy, do not include the below.

3.1.1 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.

3.1.2 Suspension of the 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) *[insert section entitled "Default by the Contractor"]* _____ or *[insert section entitled "Termination for convenience"]* _____ of general conditions _____.
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.

Under 10. Certifications and Additional Information

INSERT

10.2 COVID-19 vaccination requirement and certification

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause A3081T - COVID-19 vaccination requirement certification. The Certification Form may be included here, or in an Annex, as preferred.

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, 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.

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:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) 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; 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.

Solicitation No. - N° de l'invitation
E60PV-19EQUI/C
Client Ref. No. - N° de réf. du client
E60PV-19EQUI

Amd. No. - N° de la modif.
004
File No. - N° du dossier
pv958.E60PV-19EQUI

Buyer ID - Id de l'acheteur
pv958
CCC No./N° CCC - FMS No./N° VME

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.

Under 12. Priority of Documents

DELETE

(b) 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);

INSERT

(b) 2029 (2020-05-28) General Conditions - Goods or Services (Low Dollar Value);

AT ANNEX D – EXAMPLE OF MEDIUM COMPLEXITY BID SOLICITATION AND RESULTING CONTRACT TEMPLATE:

At Part 1 - General Information

INSERT

1.4 COVID-19 vaccination requirement

Include SACC Manual clause A3080T - COVID-19 vaccination requirement if the procurement is subject to the COVID-19 Vaccination Policy for Supplier Personnel.

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.

At Part 2 – Bidder Instructions, under 2.1 Standard Instructions, Clauses and Conditions

DELETE

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

INSERT:

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

At Part 2 – Bidder Instructions, under 2.2 Submission of Bids

DELETE in its entirety

INSERT:

Bids must be submitted electronically via email to the Contracting Authority, as specified below, by the date, and time indicated below:

Bids must be submitted no later than _____ (*insert time and date of bid solicitation closing*)

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

At Part 3 – Bid Preparation Instructions, under 3.1 Bid Preparation Instructions

DELETE in its entirety

INSERT:

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certification

Solicitation No. - N° de l'invitation
E60PV-19EQUI/C
Client Ref. No. - N° de réf. du client
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004
File No. - N° du dossier
pv958.E60PV-19EQUI

Buyer ID - Id de l'acheteur
pv958
CCC No./N° CCC - FMS No./N° VME

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

At Part 3 – Bid Preparation Instructions, under 3.1 Bid Preparation Instructions

INSERT:

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

At Part 5 – Certifications and additional information, under 5.1 Certifications Required with the Bid

INSERT:

5.1.1. COVID-19 vaccination requirement certification

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause A3081T - COVID-19 vaccination requirement certification. The Certification Form may be included here, or in an Annex, as preferred.

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, 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.

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:

- (c) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (d) 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; 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

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Buyer ID - Id de l'acheteur
pv958
CCC No./N° CCC - FMS No./N° VME

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

At Part 6 - Resulting Contract Clauses, under 6.3.1 General Conditions

DELETE in its entirety

INSERT:

2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

2010A 32 (2020-05-28) 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* 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 2010A 23 - 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 2010A 23 - 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 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 2010A 23 - 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:
 - 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
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - 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 of concern unless Canada establishes a different deadline.

OR

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

At Part 6 - Resulting Contract Clauses, under 6.7 Payment

INSERT:

6.7.5 Electronic Payment of Invoices – Contract

Refer to Supply Arrangement, Part A, under 1.14 for the Electronic Payment of Invoices.

At Part 6 Resulting Contract Clauses

INSERT:

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

Remark to Contracting Authority: **NEW COVID-19 Vaccination Policy for Supplier Personnel as per PN-152*** The vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel applies to all Government of Canada contracts that involve services (including goods contracts that have a services component and construction services) where, in order to perform the work, contractor and subcontractor personnel access Government of Canada workplaces (i.e., places of work owned or operated by the Government of Canada) where they may come into contact with public servants.**

If the requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel, include SACC Manual clause 4013 - Compliance with on-site measures, standing orders, policies, and rules, and, if using general conditions 2010A, 4014 - Suspension of the work.

NOTE: Since 4013 and 4014 are not yet available in the SACC Manual, the full text of 4013 and 4014 have been added in full text to the contract articles 15 and 16. Once these clauses are available in SACC, the template will be updated to incorporate them by reference at article 3.3 above.

If the requirement is not subject to this Policy, delete the following 2 articles.

6.15 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.

6.16 Suspension of the work

4. 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 23 entitled "Default by the Contractor" or section 24 entitled "Termination for convenience" of general conditions [2010A \(2020-05-28\)](#).
5. 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.
6. 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.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.