



Travaux publics et Services gouvernementaux
Canada
Voir dans le document/
See herein
NA
Québec
NA

Comments - Commentaires

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Instructions: Voir aux présentes

Page 1 of - de 1

TABLE OF CONTENTS

Section 1 – Invitation and Instructions to Bidders

Section 2 – Resulting Contract including a list of required goods and services

SECTION 1 – INVITATION AND INSTRUCTIONS TO BIDDERS**Step 1. For Tier 2 and Tier 3 only (If Tier 1, skip this step and proceed with step 2)**

Is this a Manufacturer Product Specific Procurement? *No*

Step 2. ☒ Competitive or ☐ Non-Competitive

For competitive Requirements when only one bid is received:

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

For Competitive Requirements when only one bid is received:

The Bidder must provide the following information AFTER bid closing, if requested to do so by Canada:

- One or more of the following price justifications:
 1. a current published price list indicating the percentage discount available to Canada; or
 2. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 4. any other supporting documentation as requested by Canada.

For Non-Competitive Requirements:

The Bidder must provide the following information WITH the bid:

- One or more of the following price justifications:
 1. a current published price list indicating the percentage discount available to Canada; or
 2. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 3. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 4. any other supporting documentation as requested by Canada.

Step 3. ☒ General or ☐ PSAB

Terms of the RFB:

This RFB is issued pursuant to the Supplier's Furniture for Workspaces Supply Arrangement (SA) that forms part of the series of SAs issued by PWGSC with the number E60PQ-140003/PQ. The terms and conditions in the Supplier's SA apply to and form part of this RFB. Bidders who submit a bid agree to be bound by those terms and conditions as well as the terms and conditions in this RFB.

The WTCM is the Workspaces Terms and Conditions Manual that contains all terms and conditions in full text that form part of individual RFBs under this SA.

The Bidder must provide the following information WITH the bid:

- The information requested by Canada in Annex A herein.

RFB Issued by:	
Identified User's (IU) Department/Agency/Crown Corporation: Contact for this RFB:	See Section 2, article 4.1 below.
RFB Closing - Submit Bid:	
Bids must be submitted on the date and at the time indicated below.	
By no later than date and time:	a. Monday December 6, 2021 b. By 2:00 PM EST
To physical location <i>(if applicable)</i>	Bids transmitted by hardcopy to PWGSC <u>will not be accepted.</u>
Epost Connect	<p>Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:</p> <p>TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca</p> <p>Note: Bids 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 <u>2003</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.</p> <p>It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.</p> <p><u>Steps to follow for the Bid Submission to Bid Receiving Unit (BRU) using epost Connect</u> (https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect)</p>
Facsimile	Facsimile number: 418-566-6168.
RFB Enquiries	
Unless a different period is listed in the adjacent column, Bidders may submit enquires about the RFB to the Contracting Authority two business days prior to the RFB closing date. Enquiries received after the timeline indicated may not be answered.	4 business days

SECTION 2 - RESULTING CONTRACT CLAUSES

1.	Terms and Conditions of the Contract	
	The terms and conditions of Parts 6B and 6C of the Supplier's SA within the series E60PQ-140003/PQ apply to and form part of this Contract.	
2.	Security Requirement (the checked article applies)	
2.1	The applicable security requirement(s) is (are) set out in the Security Requirement Check List attached as Annex B of this contract. The Contractor must fulfill the security requirements by meeting the terms below.	
a.		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.
b.		Possession of security clearance(s) is required. The Contractor must meet the security clearance requirements contained in the clausings in Annex B herein.
c.	X	There is no security requirement associated with this contract.
3.	Requirement	
3.1	The Contractor must perform the Work listed in Annex A herein.	

4.	Authorities	
4.1	Contracting Authority (IU)	
	Name:	Corine Lavoie
	Title:	Supply Specialist
	Department/Agency/Crown Corporation:	PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
	Address:	Place Bonaventure, South-West Portal, 7th Floor Suite 7300, 800 de la Gauchetière Street West Montreal, QC H5A 1L6
	Telephone No.:	(514) 207-4777
	E-mail address:	corine.lavoie@tpsgc-pwgsc.gc.ca
4.2	Project Authority [To be completed at contract award] <i>The Project Authority (PA) is the representative of the department or agency for whom the Work is being carried out under the Contract including the provision to approve the authority to proceed for delivery and installation and is responsible for all matters concerning the technical content of the Work under the Contract.</i> <i>In addition, the PA is also responsible for ensuring that the Supplier's employees and subcontractors requiring access to the site adhere to the allocated time for the Supplier to access the site to deliver and install the furniture in accordance with the master schedule held by the General Contractor (a representative of Canada or a service provider(s) under contract with the Government of Canada).</i>	
	Name:	
	Title:	
	Department/Agency/Crown Corporation:	
	Address:	
	Telephone No.:	
	E-mail address:	
4.3	Contractor's Representative	
	As set out in Annex A, Table 9 below.	

5.	Method of Payment	
	The checked box applies. If the Contractor's SA indicates acceptance for payment by credit card, that method may be used in conjunction with the following.	
	X	Single Payment
		Multiple Payment

6.	Invoicing (optional)	
	Further to the Invoicing terms of the WTCM document, the Contractor will deliver the original and one copy of the invoice to the following address for certification and payment:	
	Name of the organization and contact: <i>[To be completed at contract award]</i>	
	Address:	

7.	SACC Manual Clauses	
----	----------------------------	--

New	7.1 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.	

New	7.2 COVID-19 vaccination requirement certification (refer to Annex D)	
	In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the <u>COVID-19 Vaccination Requirement Certification</u> 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.	

Supplemental General Conditions		
--	--	--

New	7.3 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.	

New	7.4 Suspension of the work	
	<ol style="list-style-type: none"> 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 sections 23 Default by the Contractor or 24 Termination for convenience of general conditions 2010A. 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. 	

General Conditions - Goods (Medium Complexity)**New****7.5** Subsection 32 of 2010A: General conditions: Goods (medium complexity) is incorporated as follows:

2010A 32 (2021-11-04 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](#):

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 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;

	<ul style="list-style-type: none">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; oriv. 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. <p>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.</p>
--	--

ANNEX A
REQUIREMENT and BASIS OF PAYMENT

1. Category Selection

Combined Categories Rule:

For reasons of compatibility, the following categories will be combined for evaluation and contract award purposes:

The rule only applies to the categories below that are checked. The unchecked categories will be evaluated separately and may be awarded to multiple suppliers;

☐ Category 1

☐ Category 2

☐ Category 5

*** Exception: when using the Cat 1, 2, 5 combined categories rule, IU's may calculate the percentage of NSA product allowed (as defined in their solicitation document) against the total quantity of the combined categories.**

Design Upgrade Rule:

The IU may exercise an option to upgrade products up to 20% of each Category product total before Applicable Taxes after contract award.

The Design Upgrade amount is used at the discretion of the Project Authority (PA) **prior to the manufacturing/ordering of the products**, the PA will provide the Contractor with a written notice of Canada's Design Upgrade choices for each of the product(s) to be upgraded. The Contractor will provide the pricing of the upgraded product(s) to a maximum of 20% of each Category Contract Price of Table 8. The Contracting Authority will issue an amendment to the contract with the Design Upgrades and pricing.

The Supplier certifies that all the Design Upgraded products offered will conform to all specifications and meet the testing requirements detailed in the Specifications of the Supply Arrangement.

Design Upgrade: is the process of replacing a product with a more innovative or enhanced version of the same product.

NSA:

NSA products can be incorporated in the RFB and must not exceed 30% of the firm quantity by category. NSA items must be added to the category that is most closely related and must be generic.

The requirement includes the following category (ies) of work :

a. Category 1 – Interconnecting Panels and Freestanding Systems

☒ Category 1a – Interconnecting Panels (Refer to Annex C)

☒ Category 1b – Supporting components and freestanding furniture

RULE: Metal Storage

Identified Users may procure metal storage products forming part of Category 1 when the metal storage products will be part of a requirement for a workstation(s)/work point(s). If this rule does not apply, Category 3 must be used for the metal storage products forming part of this category.

b. ☐ Category 2 – Freestanding Height Adjustable Desk / Table Products

c. ☐ Category 3 – Metal Filing and Storage Cabinets

Identifying the maximum height of the Personal Storage Towers, Wardrobes and Storage Cabinets is acceptable as per 6B. 4.1 of the SA (table 1 Additional product details)

d. ☐ Category 4 – Wood Veneer – Freestanding Products

e. ☐ Category 5 – Ancillary and Lighting Products

f. ☐ Category 6 - Support Space – Collaborative Furniture

RULE: Category 6 can be further subdivided by space or like product in order to increase or allow competition. Space is defined as a location available for a particular purpose such as a meeting room space or a collaborative space. Like products are defined as products with similar design and construction. If NSA products form part of the requirement, the IU must validate the 30% NSA prior to subdividing the category. NSA products can be added to any subdivide or in its own subdivide.

The IU must identify how Category 6 will be subdivided in the Product Table for Category 6.

g. ☐ NSA Product(s) – Category(ies): _____

2. Product and Pricing Tables

Site Inspection Date: To be coordinated with Project Authority after contract award. (Refer to Annex A article 4 of the SA for Site Inspection and Documentation instructions.)

INSTRUCTIONS TO BIDDERS: Bidders are to complete Sections B of the tables identified by the IU in this article as well as Tables 8 and 9. **Bidders must provide a complete product offering for each category, or CAT 6 sub-divide they wish to submit a bid in order to be compliant.**

****Refer to article 6A.7 for instructions on how to submit products that are not approved in product listing.****

In a resulting contract, the term “Bid” means the Supplier’s commitment, the term “Bidder” means “Contractor”.

Product Category: 1**Table 1 – Product Table**

Section A - IU REQUIREMENT					Section B – SUPPLIER'S BID		
#	GoCUID	Description of Product (Additional product details may be inserted, if required as per 6B. 4.1 of the SA)	Q T Y	** Provide additional Information Yes/No	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
1	Category 1A						
	Refer to Annex C and Floor Plans.						\$
	Category 1B						
2	1bFFHREN24L42WNOL NY			No		\$	\$
3	1bFFHTSN18L30XNOX NX			No		\$	\$
**Provide additional information: Canada is requesting bidders to provide drawings and/or pictures including descriptive literature for these products with your bid submission.							
NSA products (must not exceed 30% of the firm quantity by category) The Supplier signs, and certifies that all the NSA products offered will conform to all specifications and meet the testing requirements detailed at Annex D.							
Section A - IU REQUIREMENT					Section B – SUPPLIER'S BID		
#	NSA Product(s) Description		Q T Y	** Provide additional Information Yes/No	Supplier Part Number	Firm Unit Price \$	Extended Total [Qty x Price] \$
	N/A			Yes or No		\$	\$
					Product Total		\$

Table 2 - Delivery

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Desired Date** (Y/M/D)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will supply and deliver as per below**	Firm Lot Price \$
1	Employment and Social Development Canada Ground Floor Laval, Quebec Address will be specified at contract award.	Beginning to mid-February 2022 To be confirmed	Normal	_____ : weeks <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized delivery date taking into consideration the delivery time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.				Delivery Total:	\$

Table 3 – Installation

Section A - IU REQUIREMENT				Section B – SUPPLIER'S BID	
Product Item # from Table 1	Location	Desired Date** (Y/M/D)	Desired Time: Normal Business Hours Or Outside Normal Business Hours *	Supplier will install as per below**	Firm Lot Price \$
1	Employment and Social Development Canada Ground Floor Laval, Quebec Address will be specified at contract award.	Beginning to mid-February 2022 To be confirmed	Normal	_____ : weeks from date of supply and delivery <i>Standard Lead time is between 6-10 weeks for furniture delivery and installation.</i>	\$
*Normal Business Hours 8:00 – 17:00, as per SA, Annex A, article 5 **The Project Authority (PA) will provide the supplier the authority to proceed prior to the finalized installation date taking into consideration the installation time provided by the supplier. Canada will not be responsible if the supplier chooses to proceed without the PA authorization.				Installation Total:	\$

Table 4 – Optional Product☒ Not Applicable**Table 5 – Optional Delivery**☒ Not Applicable**Table 6 – Optional Installation**☒ Not Applicable

Table 7 – Standard Finishes and Canada’s Facilities to Accommodate the Delivery and Certifications

1.	Standard Finishes	
1.1	<p>IU is to consult the Supplier’s Website identified in Part 6A of the SA to view the available finishes.</p> <p>Within ten business days of the contract award, the Project Authority will provide the Contractor with a written notice of Canada’s finish choices for each of the product(s) in Annex A.</p> <p>The Contractor will deliver the products corresponding to Canada’s choice of specific finishes(s). No additional charge will be applied to Canada.</p>	
2.	<p>Canada’s Facilities to Accommodate the Delivery</p> <p><i>The Supplier’s employees and subcontractors requiring access to the site must adhere to the health and safety plans established for the site, in addition to any laws in effect in the jurisdiction where the work is being performed.</i></p> <p><i>During the period of the contract, a representative of Canada or a service provider(s) under contract with the Government of Canada may request the list of employees and subcontractors requiring access to the site to perform the work and their security statuses. Information must be provided in the timeframe prescribed in order to ensure that the supply, delivery and installation of the furniture aligns with the master schedule.</i></p>	
2.1	Loading Dock/Location	
A	Location	Address will be specified at contract award.
B	Dock	Outdoor delivery, no loading dock
C	Lift	N/A
D	Door	N/A
E	Freight Elevator	N/A
F	Other (specify, if any)	Maximum allowable truck dimensions: None, a tailgate is required
3.	Continuance of Certifications	
	<p>The Bidder certifies that by submitting a bid in response to the RFB, the Bidder, and any of the Bidder’s members if the Bidder is a Joint Venture, continues to comply with all of the following certifications listed in Parts 6A and 6B of the Bidder’s SA for Work Spaces.</p> <p>Canada may request copies of environmental certification(s) prior to contract award within a time period specified by the Identified User.</p>	
3.1	Integrity Provisions	
3.2	Federal Contractor’s Program for Employment Equity	
3.4	Product Conformance	
3.5	Price Certification (In accordance with the SA, Part 6B)	

Table 8 - Bid Evaluation and Contract Total (Canada may complete if not completed by the Bidder)

1	Firm Product Total (Table 1)	\$
2	Firm Delivery Total (Table 2)	\$
3	Firm Installation Total (Table 3)	\$
4	Optional Product Total (Table 4) <i>(Applicable if Option is exercised)</i>	\$
5	Optional Delivery Total (Table 5) <i>(Applicable if Option is exercised)</i>	\$
6	Optional Installation Total (Table 6) <i>(Applicable if Option is exercised)</i>	\$
7	Hardware Total as per article 1.5 of Annex A-1 of SA <i>(if Applicable)</i>	\$
8	Total Evaluated (Bid) Price* (1 + 2 + 3 + 4 + 5 + 6 + 7) <i>[to be removed at contract award]</i>	\$
9	Contract Price(1+2+3+7): <i>[applicable at contract award only]</i>	\$
10	Applicable Tax(es): <i>[applicable at contract award only]</i>	\$
11	Total Estimated Cost (9+10): <i>[applicable at contract award only]</i>	\$

* Applicable taxes extra.

Table 9 – Bidder's Authorized Representative

1.	Bidder's Authorized Representative for the Bid and the Contract		
	Name:	Telephone:	
		E-Mail:	
		PBN:	
		Ariba #:	

ANNEX B
SECURITY REQUIREMENTS

There is no security requirement associated with this contract.

ANNEX C FLOOR PLAN(S)

INSTRUCTIONS TO BIDDERS:

For Category 1a products, the Bidders must provide:

- a) Completed floor plan(s) with proposed SA approved products;
- b) A product listing of proposed SA approved products offered at floor plan(s).
 As a minimum the product listing must include the following information:
 - Supplier part numbers including NSA products forming part of this category;
 - brief product descriptions;
 - quantities;
 - firm unit prices
- c) Bidders must provide a stackable panel system that consists of a Base panel with the required add-on module(s) as defined in the panel matrix of this requirement.

***** Products from categories other than Category 1a shown on floor plan are for information purposes only*****

By submitting a bid, the Bidder certifies that their submission includes all components and quantities for Category 1a, in accordance with the floor plans, panel details, panel matrices and/or workstation layouts stipulated in Annex C.

***At contract award, "By submitting a bid, the Bidder" becomes "The Contractor".**

Category 1a Requirement:

1) Floor Plan(s)

See attached pdf and/or AutoCAD floor plan

2) Panel Details

- a. All required panel heights: **Base Height, Work Surface Privacy Add-on Height, Seated Privacy Add-on Height**;
- b. When power is required, the power is located **below** work surface height; should a grouping of workstation types include shared panels and one side is identified as powered and the other side is non-powered, those panels affected must be powered.
- c. Type of power feed: **Power Pole**.
- d. Ceiling height: 3050 mm (10'-0") approximately

3) Panel Matrix or Workstation Layout

See attached pdf and/or AutoCAD floor plan

ANNEX D

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

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

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.

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.