



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions Bid Receiving

Box/Boîte de Réception des Soumissions

Bid Receiving Box/Boîte de Récepti

1st Floor/1<sup>ère</sup> étage, Suite 1212

100-1045 Main Street

Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

## REQUEST FOR PROPOSAL

## DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)

1045 Main Street / 1045, rue Main

Moncton

New Bruns

E1C 1H1

<b>Title - Sujet</b> Industrial Metal Shredder Industrial Metal Shredder	
<b>Solicitation No. - N° de l'invitation</b> W0501-220056/A	<b>Date</b> 2021-12-20
<b>Client Reference No. - N° de référence du client</b> W0501-220056	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-045-6106	
<b>File No. - N° de dossier</b> MCT-1-44126 (045)	<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> Atlantic Standard Time AST <b>on - le 2022-01-13</b> Heure Normale de l'Atlantique HNA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacFarlane (MCT), Andrew	
<b>Buyer Id - Id de l'acheteur</b> mct045	
<b>Telephone No. - N° de téléphone</b> (782) 377-4248 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 5 CDSG SIG SQN 99 HAWTHORNE ST, BLDG D5 OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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>

---

## TABLE OF CONTENTS

<b>PART 1 – GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF REQUIREMENT .....	3
1.3 DEBRIEFINGS .....	3
1.4 CANADIAN CONTENT .....	3
1.5 EPOST CONNECT SERVICE .....	3
<b>PART 2 – BIDDER INSTRUCTIONS.....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION.....	5
2.4 APPLICABLE LAWS.....	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
<b>PART 3 – BID PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF REQUIREMENT .....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
6.7 PAYMENT .....	14
6.8 INVOICING INSTRUCTIONS .....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.10 APPLICABLE LAWS.....	15
6.11 PRIORITY OF DOCUMENTS .....	15
6.12 DEFENCE CONTRACT .....	15
6.13 SACC MANUAL CLAUSES .....	15
6.14 DISPUTE RESOLUTION.....	16
6.15 SHIPPING INSTRUCTIONS - FOB DESTINATION .....	16
6.16 COMMERCIAL GENERAL LIABILITY INSURANCE.....	16
6.17 WARRANTY PERIOD.....	17
<b>ANNEX A STATEMENT OF REQUIREMENT – METAL SHREDDER .....</b>	<b>18</b>
<b>ANNEX B BASIS OF PAYMENT .....</b>	<b>20</b>
<b>ANNEX C TECHNICAL EVALUATION CRITERIA – METAL SHREDDER .....</b>	<b>21</b>
<b>ANNEX D ELECTRONIC PAYMENT INSTRUMENTS.....</b>	<b>24</b>

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX E DIRECTORS AND/OR OWNERS OF THE BIDDER .....</b>	<b>25</b>
<b>ANNEX F COVID-19 VACCINE DEFINITIONS .....</b>	<b>26</b>
<b>ANNEX G COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM.....</b>	<b>28</b>

## **PART 1 – GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Solicitation.

### **1.2 Statement of Requirement**

5 CDSG Signal Squadron SMC Gagetown is responsible for the overall IT needs of the units across NB, PEI and parts of NFLD. This includes the annual lifecycle of out of warranty and/or obsolete PCs and laptops. The National Defence Security Orders and Directives (NDSOD) Security of Information Standards clearly states the requirements for proper destruction of IT storage media. This is further clarified by the RCMP under the Security Equipment Guide G1-001.

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Canadian Content**

The requirement is subject to a preference for Canadian goods.

### **1.5 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26
C5200T	Transportation Costs Information	2010/01/11
C9000T	Pricing	2010/08/16

### 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**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 [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (506) 851-6759

#### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25 )

---

## 2.2.5 Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 10 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

*(Derived from - Provenant de: B3010T, 2010/01/11 )*

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

---

## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013/11/06), Exchange Rate Fluctuation

## **Section III: Certifications**

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



---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex C.

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014/06/26), Evaluation of Price - Bid

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010/08/16), Basis of Selection - Mandatory Technical Criteria

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

(Derived from - Provenant de: A0069T, 2007/05/25 )

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Bid

##### 5.1.2.1 Canadian Content Certification

SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition  
SACC Manual clause [A3061T](#) (2018/12/06) Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

##### 5.1.2.2 COVID-19 vaccination requirement certification

Within seven (7) days, and prior to award of Service Contract, the bidder shall be required to provide COVID-19 Vaccination Requirement Certification (Annex G).

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

#### 5.2.3.2 Status and Availability of Resources

SACC Reference	Section	Date
A3005T	Status and Availability of Resources	2010/08/16

#### 5.2.3.3 Rate or Price Certification

##### Price Certification - Foreign Suppliers

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

(Derived from - Provenant de: C0001T, 2007/05/25 )

##### Price Certification - Canadian-based Suppliers (other than agency and resale outlets)

The Bidder certifies that the price proposed

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and
- (c) does not include any provision for discounts to selling agents.

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

*(Derived from - Provenant de: C0002T, 2010/01/11 )*

### **Price Certification - Canadian Agency and Resale Outlets**

The Bidder certifies that the price proposed

- (a) is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both; and
- (b) does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity.

*(Derived from - Provenant de: C0004T, 2007/05/25 )*

---

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

[2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

[4013](#) (2021-11-29) 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.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

(Derived from - Provenant de: A9022C, 2007/05/25 )

#### 6.4.2 Delivery Date

While delivery is requested by 31 March 2021, the best delivery that could be offered is \_\_\_\_\_. (*insert the date*).

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

Name: Andrew MacFarlane  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
  
Telephone: (782) 377-4248  
Facsimile: (506) 851-6759  
E-mail address: Andrew.macfarlane@pwgsc-tpsgc.gc.ca

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

#### Details will be provided in any resulting contract

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

*(Derived from - Provenant de: A1030C, 2007/05/25 )*

### 6.5.3 Contractor's Representative (Offeror please complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

## 6.7 Payment

### 6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(Derived from - Provenant de: C0207C, 2013/04/25 )

### 6.7.2 Method of Payment – Single Payment

SACC Manual clause H1000C (2008/05/12), Single Payment

### 6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30
C2605C	Canadian Customs Duties and Sales Tax - Foreign-based Contractor	2008/05/12

### 6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

(Derived from - Provenant de: H3027C, 2016/01/28 )

## 6.8 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(Derived from - Provenant de: H5001C, 2008/12/12 )

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

## 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4013](#) (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

## 6.12 Defence Contract

SACC Manual clause [A9006C](#) (2012/07/16), Defence Contract

## 6.13 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
C5201C	Prepaid Transportation Costs	2008/05/12
D0018C	Delivery and Unloading	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

## 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](#)".

#### **6.15 Shipping Instructions - FOB Destination**

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination 5 CDSG Signal Squadron, CFB Gagetown, Oromocto, NB, including all delivery charges and customs duties and Applicable Taxes.

(Derived from - Provenant de: D4002C, 2013/04/25 )

#### **6.16 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g) Employees and, if applicable, Volunteers must be included as Additional Insured.

- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

*(Derived from - Provenant de: G2001C, 2018/06/21 )*

#### **6.17 Warranty Period**

Section 09 of supplemental general conditions 2010A is amended by replacing the period of 12 months by at least 24 months.

All other provisions of the warranty section remain in effect.

*(Derived from - Provenant de: K0029C, 2007/11/30 )*

#### **Warranty – Modification – General Conditions 2010A**

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

*(Derived from - Provenant de: K0031C, 2016/01/28 )*

---

## ANNEX A STATEMENT OF REQUIREMENT – METAL SHREDDER

### 1. Background

5 CDSG Signal Squadron SMC Gagetown is responsible for the overall IT needs of the units across NB, PEI and parts of NFLD. This includes the annual lifecycle of out of warranty and/or obsolete PCs and laptops. The National Defence Security Orders and Directives (NDSOD) Security of Information Standards clearly states the requirements for proper destruction of IT storage media. This is further clarified by the RCMP under the Security Equipment Guide G1-001.

### 2. Objective

Before recycling computers, the storage media must be properly sanitized or destroyed in accordance with current standards and depending on the classification information stored on the media. In order to satisfy this requirement, 5 CDSG Signal Squadron requires a device capable of shredding, disintegrating and grinding all types of IT storage media.

### 3. Deliverables

3.1. The physical characteristics associated with an equivalent product is as follows:

3.1.1. Device must be approved for the destruction and disintegration of the following items:

- 3.1.1.1. complete hard drives including platter up to 3.5 inches;
- 3.1.1.2. solid state hard drives;
- 3.1.1.3. CD/DVD;
- 3.1.1.4. circuit boards;
- 3.1.1.5. USB Thumb Drives;
- 3.1.1.6. Smartphone; and
- 3.1.1.7. EEPROM/flash memory chips.

3.1.2. Must be approved for destruction of SECRET material at a minimum in accordance with CSE ITSP 40.006 V2 Guidelines, found here [IT Media Sanitization \(ITSP.40.006\) - Canadian Centre for Cyber Security](#);

3.1.3. Must meet or exceed the following Destruction Standards for Magnetic Media:

- 3.1.3.1. Disks: maximum area 40mm<sup>2</sup> (6mm x 6mm);
- 3.1.3.2. Magnetic tape: pieces, ea maximum length < 6mm; and
- 3.1.3.3. Stripe cards: pieces, ea maximum area < 40mm<sup>2</sup> (6mm x 6mm).

3.1.4. Must meet or exceed the following Destruction Standards for Optical Media;

- 3.1.4.1. Reduce CDs and DVDs to small pieces < 40mm<sup>2</sup> in area (6mm x 6mm); or
- 3.1.4.2. Grind the disk surface to remove the colored data layer, leaving behind a clear plastic disk.

3.1.5. Must meet or exceed the following Destruction Standards for Miniature Electronic Storage devices (USB Thumb Drive, Smartphones, EEPROM/Flash chip):

- 3.1.5.1. Miniature drives or EEPROM/Flash devices: locate the memory chip in the device, and grind or pulverize the chip into powder.

3.1.6. Device must be able to support bulk and single hard disk shredding/disintegration;

3.1.7. Device must be capable of setting variable security levels of destruction (output size) i.e. Protected B and Secret;

3.1.8. Device should have durable cutting blades that last no less than one year under normal to infrequent use;

3.1.9. Operate in a building with heat but no climate control for humidity or cooling;

- 3.1.10. Power requirements must fall within:
  - 3.1.10.1. 220V Single Phase – 220V 3 Phase; and
  - 3.1.10.2. 110 Volt is **NOT** acceptable.
- 3.2. A bin, storage container, or catch basin that is stored under the exit port that catches the disintegrated media.
- 3.3. Any tools required for the routine maintenance and cleaning of the Shredder/Disintegrator.
- 3.4. Warranty
  - 3.4.1. The manufacturer/supplier must provide at minimum a 24 month on-site warranty for parts and labor.
- 3.5. Installation & Training.
  - 3.5.1. The successful bidder must include installation in NB at CFB Gagetown / Signal Squadron building D53 & an on-site training program. The training must be conducted in English and will accommodate at a minimum of 2 people. The training should include a basic introduction to the equipment – how to turn it on/off, basic maintenance and troubleshooting and any other training the supplier deems necessary for the operation and maintenance.

#### **4. Constraints**

- 4.1. Delivery Date, Installation and Training
  - 4.1.1. All products and materials must be received by 5 CDSG Signal Squadron no later than 31 March 2022; and
  - 4.1.2. Installation and training to be completed within 6 weeks of product delivery.
- 4.2. Packaging and Delivery
  - 4.2.1. Packaging and delivery of all materials must be the responsibility of the manufacturer/supplier and must comply with Canadian standards and transport regulations. It is the responsibility of the manufacturer/supplier to ensure products are properly protected and secured from damages during handling and shipping.
- 4.3. Environmental Considerations
  - 4.3.1. Equipment materials or operations must not include toxic/hazardous materials requiring special health and safety precautions.
- 4.4. Fabrication and Manufacture
  - 4.4.1. All products must be fabricated and manufactured from new materials, free of defects, complying with applicable codes and industry standards, in accordance with this SOR and accompanying contract documents.
- 4.5. Product Identification
  - 4.5.1. Product must be properly marked or labelled indicating that the product has been inspected and approved.
- 4.6. User Agreement
  - 4.6.1. Any user agreement associated with the use of the Shredder/Disintegrator must be identified at time of solicitation and must be accepted by DND prior to contract award.

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX B BASIS OF PAYMENT**

Item No	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	For the supply and delivery of all products and materials for the Shredder as per the Statement of Requirement at Annex A.	Lot	1	\$ _____	\$ _____
2	For the installation and training for the Shredder as per the Statement of Requirement at Annex A.	Lot	1	\$ _____	\$ _____
TOTAL					\$ _____
Applicable Taxes Extra					

## ANNEX C TECHNICAL EVALUATION CRITERIA – METAL SHREDDER

### MANDATORY REQUIREMENTS

The Bidder's proposed equipment must meet the technical specifications detailed at Annex A. Proposals must be supported by proper documentation to support each mandatory requirement. Any proposals not meeting all of the mandatory requirements will be given no further consideration.

The Bidder should submit with their proposal at time of bid closing supporting technical documents such as: technical specifications, literature, brochures or other similar supporting documentation, which clearly demonstrates that the Bidder's proposed equipment meets each of the specifications at Annex A. This information will be used to verify compliance with Annex A. If any of the equipment specification is not identified in the Bidder's existing technical documents, the Bidder must address separately, in their proposal, how it meets that particular equipment specification. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

		Supplier's Cross Reference to Technical Offer (indicate page#)	SUPPLIER COMMENTS
<b>M1</b>	<b>HDD Shredder/Disintegrator</b>		
1.1	Device must be approved for the destruction and disintegration up to of the following items: a) complete hard drives including platter up to 3.5 inches, b) solid state hard drives, c) CD/DVD; d) circuit boards; e) USB Thumb Drives; f) Smartphone; and g) EEPROM/flash memory chips.		
1.2	Must be approved for destruction of SECRET material at a minimum in accordance with CSE ITSP 40.006 V2 Guidelines;		
1.3	Must meet or exceed the following Destruction Standards for Magnetic Media: a) Disks: maximum area 40mm2 (6mm x 6mm);		

		Supplier's Cross Reference to Technical Offer (indicate page#)	SUPPLIER COMMENTS
	<ul style="list-style-type: none"> <li>b) Magnetic tape: pieces, ea maximum length &lt; 6mm; and</li> <li>c) Stripe cards: pieces, ea maximum area &lt; 40mm<sup>2</sup> (6mm x 6mm).</li> </ul>		
1.4	<p>Must meet or exceed the following Destruction Standards for Optical Media;</p> <ul style="list-style-type: none"> <li>a) Reduce CDs and DVDs to small pieces &lt; 40mm<sup>2</sup> in area (6mm x 6mm); or</li> <li>b) Grind the disk surface to remove the colored data layer, leaving behind a clear plastic disk.</li> </ul>		
1.5	<p>Must meet or exceed the following Destruction Standards for Miniature Electronic Storage devices (USB Thumb Drive, Smartphones, EEPROM/Flash chip):</p> <ul style="list-style-type: none"> <li>a) Miniature drives or EEPROM/Flash devices: locate the memory chip in the device, and grind or pulverize the chip into powder.</li> </ul>		
1.6	Device must be able to support bulk and single hard disk shredding/disintegration;		
1.7	Device must be capable of setting variable security levels of destruction (output size), i.e. Protected B and Secret;		
1.8	Operates in an office environment without full-time dedicated human interaction.		
1.10	Device should have durable cutting blades that last no less than one year under normal to infrequent use;		
1.11	Operate in a building with heat but no climate control for humidity or cooling;		

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

		Supplier's Cross Reference to Technical Offer (indicate page#)	SUPPLIER COMMENTS
1.12	Power requirements must fall within: a) 220V Single Phase – 220V 3 Phase; b) 110 Volt is <b>NOT</b> acceptable.		
<b>M2</b>	<b>Warranty</b>		
2.1	The manufacturer/supplier must provide a minimum 24 month on-site warranty for parts and labour.		
<b>M3</b>	<b>Delivery Date</b>		
3.1	All products and materials must be received by 5 CDSG Signal Squadron no later than 31 March 2022.		



Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX D ELECTRONIC PAYMENT INSTRUMENTS**

*to PART 3 OF THE BID SOLICITATION*

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

## ANNEX E DIRECTORS AND/OR OWNERS OF THE BIDDER

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

*(Choose and insert if applicable - Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.)*

Complete Legal Name of Supplier:

---

Supplier Address:

---

---

---

---

Supplier Procurement Business Number (PBN):

---

**NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES**

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

---

## **ANNEX F COVID-19 VACCINE DEFINITIONS**

### **Fully Vaccinated - COVID-19 (supplier personnel delivering services in Canada as of October 6, 2021)**

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received both doses of a Health Canada authorized vaccine that requires 2 doses to complete the vaccination series (as of September 16, 2021): Pfizer-BioNTech Comirnaty COVID-19 vaccine, Moderna Spikevax COVID-19 vaccine, or AstraZeneca Vaxzevria COVID-19 vaccine.
- Received mixed dose vaccination series are accepted as long as it aligns with NACI Recommendations on the use of COVID-19 vaccines.
- Received 1 dose of a Health Canada authorized vaccine that only requires 1 dose to complete the vaccination series (as of September 16, 2021): Janssen (Johnson & Johnson) COVID-19 vaccine.
- For current residents of Quebec only, have had a laboratory-confirmed COVID-19 infection followed by at least 1 dose of a Health Canada authorized COVID-19 vaccine.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

### **Fully Vaccinated - COVID-19 (supplier personnel delivering services outside of Canada as of October 6, 2021)**

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received 1 additional dose of an mRNA vaccine at least 28 days after a complete or incomplete course/series of a non-Health Canada authorized vaccine.
- Met the definition for fully vaccinated in the jurisdiction in which they currently reside.
- Received 3 doses of any COVID-19 vaccine regardless if they are Health Canada authorized vaccines or non-Health Canada authorized vaccines.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

### **Partially vaccinated**

For the purpose of this Policy “partially vaccinated” refers to supplier personnel who have received 1 dose of a Health Canada authorized vaccine, but who have not received a full vaccination series, and do not meet the definition of fully vaccinated.

### **Personnel**

Means all persons employed by the supplier or conducting work for or on behalf of the supplier, including but not limited to, subcontractors, subcontractors’ employees, consultants and agents.

### **Supplier**

For the purpose of this Policy Notification, the term ‘supplier’ includes bidders, contractors, offerors, and suppliers (in the context of Supply Arrangements).

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

**Vaccination**

Vaccination is the term used for receiving a vaccine, usually through an injection.

**Vaccine**

A vaccine is a substance used to stimulate the immune system and provide immunity against one or several diseases, prepared from the causative agent of a disease, its products, or a synthetic substitute, treated to act as an antigen without inducing the disease.

**Workplace**

Means a place of work owned or operated by the Government of Canada where employees of the Government of Canada are engaged in work for the Government of Canada.

---

**ANNEX G COVID-19 Vaccination Requirement Certification Form**

**COVID-19 Vaccination Requirement Certification Form**

**Certification**

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

- (a) fully vaccinated against COVID-19;
- (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; or
- (c) 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 Government of Canada's 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 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.

This certification supersedes any previous certification submitted to the Government of Canada regarding compliance with the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel under the aforementioned contract.

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

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

**Optional**

For data purposes only, initial below if your business already has its own 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

Solicitation No. - N° de l'invitation  
W0501-220056  
Client Ref. No. - N° de réf. du client  
W0501-220056

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44126

Buyer ID - Id de l'acheteur  
MCT045  
CCC No./N° CCC - FMS No./N° VME

---

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.