
Section 5

A - Instructions to Bidders / Contractors

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts in conjunction with clauses A0000T and K0000D. For Standing Offers, use clause M0000C.

Do not use for Low Dollar Value and Medium Complexity requirements where the Plain Language templates are used in conjunction with general conditions 2010 or 2029.

A0000C (16/12/05) Standard Clauses and Conditions

All clauses and conditions identified in the Contract by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified in the Contract by title, number and date, and the Conditions set out in Part B of the standard instructions and conditions _____ (_____) (**Insert number and date**) are incorporated by reference into and form part of the Contract as though expressly set out in the Contract.

A0000C (12/12/03) Standard Instructions and Conditions

Effective 16/12/05, this clause is superseded by A0000C.

A0000D (01/12/92) Standard Instructions and Conditions

Effective 29/10/93, this clause is superseded by A0000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations in conjunction with clauses A0000C and K0000D. For Standing Offers, use clause M0000T.

Do not use for Low Dollar Value and Medium Complexity requirements where the Plain Language templates are used in conjunction with standard instructions 2003.

A0000T (16/12/05) Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by title, number and date are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the instructions, clauses and conditions identified in the bid solicitation and resulting contract by title, number

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and date are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

The standard instructions and conditions _____ (_____) (*Insert the number and date*) are incorporated by reference into and form part of the bid solicitation.

A0000T (14/05/04) Standard Instructions and Conditions

Effective 16/12/05, this clause is superseded by A0000T.

A0001T (01/12/92) Survey of Facilities

Effective 31/03/95, this clause is superseded by A0020T.

A0002C (01/06/91) Recoupment Charges - Defence Supplies

This clause is cancelled effective 29/10/93.

A0002T (01/06/91) Recoupment Charges - Defence Supplies

This clause is cancelled effective 29/10/93.

A0003T (01/06/91) Evaluation Criteria and Relative Weights

This clause is cancelled effective 31/03/95.

A0004T (01/05/93) GATT - Notice to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

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A0005T (14/05/04) Evaluation Criteria - Goods

This clause is cancelled effective 16/12/05.

A0005T (12/05/00) Evaluation Criteria - Goods

Effective 14/05/04, this clause is superseded by A0005T.

A0006T (01/12/00) Request for Proposal

This clause is cancelled effective 13/12/02.

A0006T (29/10/93) Request for Proposal

Effective 01/12/00, this clause is superseded by A0006T.

A0007T (01/04/92) FTA - Notice to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

A0008T (01/04/92) GATT - Notice to Suppliers

Effective 01/05/93, this clause is superseded by A0004T.

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A0009T (01/06/91) Instructions to Suppliers

This clause is cancelled effective 01/12/92.

A0010T (01/06/91) Instructions to Suppliers

Effective 29/10/93, this clause is superseded by A0048T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0011T (13/12/02) Work Schedule

1. With its bid, the Bidder must provide a realistic target date for each of the following significant events:
 - (a) _____;
 - (b) _____;
 - (c) _____;
 - (d) _____;
 - (e) _____;
 - (f) _____;
 - (g) _____.

 2. The Bidder selected to carry out the Work will be required to provide to the Minister and the Inspector a detailed bar chart work schedule two (2) weeks after award of Contract. This schedule must highlight the specific dates for the events listed above and all items listed in the _____ as well as the trials. Furthermore, the schedule is to be regularly updated and available in the Contractor's office for review by the Crown's authorities to determine the progress of the Work.
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A0011T (01/06/91) Work Schedule

Effective 13/12/02, this clause is superseded by A0011T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in competitive bid solicitations.

Do not use for Low Dollar Value and Medium Complexity requirements where the Plain Language templates are used in conjunction with standard instructions 2003.

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A0012T (16/12/05) Communications - Solicitation Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, must be directed **ONLY** to the Contracting Authority identified in the bid solicitation. Failure to comply can (for that reason alone) result in the disqualification of the bid.

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

To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.

A0012T (30/05/03) Communications - Solicitation Period

Effective 16/12/05, this clause is superseded by A0012T.

A0013T (01/06/91) Invitation to Submit Proposal

Effective 29/10/93, this clause is superseded by A0006T.

A0014T (01/06/91) Unscheduled Work and Evaluation Price

Effective 01/12/92, this clause is superseded by C0417T.

A0015T (15/12/95) Evaluation of Bids

This clause is cancelled effective 30/05/03.

A0015T (31/03/95) Evaluation of Bids

Effective 15/12/95, this clause is superseded by A0015T.

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A0016T (01/06/91) Notes to Bidders

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers are to insert the location, time and date for the public bid opening.

A0017T (16/12/05) Public Bid Opening

A public bid opening will be held in _____ (*Insert the location*) at _____ (*Insert the time and time zone*) on _____ (*Insert the date*).

A0017T (29/10/93) Public Opening

Effective 16/12/05, this clause is superseded by A0017T.

A0018T (24/05/02) Motors - Specifications

This clause is cancelled effective 16/12/05.

A0018T (29/10/93) Motors - Specifications

A0019T (31/01/92) Assessment

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause whenever Canada may need additional information or a site survey to verify that the bidder has the necessary capabilities to fulfill the requirements of the bid solicitation.

A0020T (16/12/05) Conduct of Evaluation

1. In conducting its evaluation of the Bidder's bid, Canada may request:
 - (a) clarifications or verifications from the Bidder regarding any information provided by the Bidder with respect to the bid solicitation;
 - (b) to conduct a survey of the Bidder's facilities, its technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation.
 2. The Bidder will have the number of days specified in the request by the Contracting Authority to comply with the request. Failure to comply with the request may result in the bid being declared non-responsive.
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A0020T (30/05/03) Bidder - Information on Capabilities

Effective 16/12/05, this clause is superseded by A0020T.

A0021T (01/08/92) Enquiries

Effective 29/10/93, this clause is superseded by A0012T.

A0022T (01/08/92) Enquiries

Effective 01/12/92, this clause is superseded by M0006T.

A0023T (15/06/98) Presentation of Proposals

This clause is cancelled effective 16/12/05.

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A0023T (31/03/95) Presentation of Proposals

Effective 15/06/98, this clause is superseded by A0023T.

A0024D (01/08/92) Presentation of Offers

Effective 01/12/92, this clause is superseded by M0007T.

A0025C (31/01/92) Basis of Selection

This clause is cancelled effective 29/10/93.

A0026D (01/08/92) Basis of Selection

Effective 01/12/92, this clause is superseded by M0008T.

A0027D (29/10/93) Format and Content of Proposal

Effective 16/12/05, this clause is superseded by A0055T.

A0028D (31/01/92) Completion of Proposal

This clause is cancelled effective 29/10/93.

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A0029T (29/10/93) Evaluation of Proposals

This clause is cancelled effective 16/12/05.

A0029T (01/08/92) Evaluation of Proposals

Effective 29/10/93, this clause is superseded by A0029T.

A0030T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0034T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when selection will be on the basis of the lowest-priced responsive bid meeting mandatory requirements only.

A0031T (16/12/05) Basis of Selection - Mandatory Requirements Only

To be considered responsive, a bid must meet all of the mandatory requirements of the bid solicitation. Bids not meeting all of the mandatory requirements will be given no further consideration. The lowest-priced responsive bid will be recommended for award of a contract.

A0031T (31/03/95) Basis of Selection

Effective 16/12/05, this clause is superseded by A0031T.

A0032T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0035T.

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A0033T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0036T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the evaluation will be done using mandatory minimum requirements and point rating where the selection will be on the basis of the lowest-priced responsive bid. In the first blank, contracting officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0265T.

A0034T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria specified in this solicitation, which are subject to point rating. The rating is performed on a scale of _____ points.
 2. Bids not meeting (a) or (b) above will be given no further consideration. The lowest priced responsive bid will be recommended for award of a contract or issuance of a standing offer, as the case may be.
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A0034T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0034T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the evaluation will be done using mandatory minimum requirements and point rating where the selection will be on the basis of the best overall value. In the first blank, contracting officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0270T.

A0035T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria which are subject to point rating specified in this solicitation. The rating is performed on a scale of _____ points.
2. Bids not meeting (a) or (b) above will be given no further consideration. Neither the responsive bid that scores the highest number of rated points nor the one that contains the lowest price will

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necessarily be accepted. The responsive bid with the lowest price per rated point will be recommended for award of a Contract or issuance of a standing offer, as the case may be.

A0035T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0035T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the evaluation will be done using mandatory minimum requirements and point rating and where the selection will be on the basis of the highest rated technical proposal. This clause must be used in conjunction with A0200T or similar clause. In the first blank, procurement officers are to insert the percentage minimum number of points and in the second blank the total point rating scale. Consideration should be given to using this clause in conjunction with A0210T Maximum Funding, or some other clause which indicates to prospective bidders the level of effort required. An alternate clause to this could be A0275T.

A0036T (31/03/95) Basis of Selection

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum of _____ percent of the points for the criteria which are subject to point rating. The rating is performed on a scale of _____ points.
 2. Bids not meeting (a) or (b) above will be given no further consideration. The responsive bid that scores the highest number of rated points will be recommended for award of a contract or issuance of a standing offer, as the case may be, provided that the estimated total price does not exceed the funds available for this requirement.
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A0036T (31/01/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0036T.

A0037T (13/12/99) Instructions to Proposers

Effective 12/05/00, this clause is superseded by A0012T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations covering air charters for the transportation of goods and passengers.

A0038T (13/12/02) Air Transport

1. In the operation of the service described herein, the Carrier shall comply with the provisions of the *Canada Transportation Act, 1996*, the *Aeronautics Act* and with all directions, orders, rules and regulations made thereunder which are applicable to the said service.
 2. The pilot-in-command of the aircraft shall receive and act upon instructions given by the authorized representative of the Charterer in respect of the scheduling and operational use of the Carrier's aircraft, subject to the serviceability of the aircraft and weather conditions.
 3. When, for safety or other reasons, the Carrier or pilot-in-command temporarily suspends a flight or any portion of the specified service, the Charterer shall have the right to demand a written statement of cause.
 4. The aircraft provided for the purpose of this charter shall be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en route and destination; and with an Emergency Locator Transmitter (ELT).
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A0038T (29/10/93) General Specifications

Effective 13/12/02, this clause is superseded by A0038T.

A0039T (01/08/92) Basis for Selection of Carrier

Effective 29/10/93, this clause is superseded by A0031T.

A0040T (01/08/92) Basis of Selection of Carrier

Effective 01/12/92, this clause is superseded by M0009T.

A0041T (01/08/92) Technical Proposal

This clause is cancelled effective 31/03/95.

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A0041T (31/01/92) Technical Proposal

Effective 01/08/92, this clause is superseded by A0041T.

A0042T (01/08/92) Technical Proposal

Effective 01/12/92, this clause is superseded by M0010T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0043T (29/10/93) Facility Evaluation

The Carrier agrees that, for the purpose of evaluating its proposal, representatives of the Crown may conduct, as deemed necessary, a survey of its facilities, technical capabilities, and financial status, to determine if they are adequate to ensure the proper performance of any work described herein. The Carrier hereby agrees to make its facilities available for this purpose.

A0043T (31/01/92) Facility Evaluation

Effective 29/10/93, this clause is superseded by A0043T.

A0044T (31/01/92) Facility Evaluation

Effective 01/12/92, this clause is superseded by M0011T.

A0045D (31/01/92) Offer Cost

Effective 01/12/92, this clause is superseded by M0012T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for solicitation and contract documents covering air charter services for specialty air charters.

A0046D (13/12/02) Rules, Orders and Regulations

The Carrier shall comply with the provisions of the *Canada Transportation Act*, 1996, the *Aeronautics Act*, and with all directions, orders, rules and regulations made thereunder which are applicable to the said service. In particular, the Carrier must hold a valid Operating Certificate issued by Transport Canada.

A0046D (29/10/93) Rules, Orders and Regulations

Effective 13/12/02, this clause is superseded by A0046D.

A0046T (31/01/92) Rules, Orders, and Regulations

Effective 29/10/93, this clause is superseded by A0046D.

A0047D (31/01/92) Notes to Proposer

This clause is cancelled effective 29/10/93.

A0048T (01/05/96) Notice to Bidders

This clause is cancelled effective 03/02/97.

A0048T (01/06/94) Notice to Bidders - GATT and NAFTA

Effective 01/05/96, this clause is superseded by A0048T.

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A0049D (31/03/95) Recoupment Charges - Defence Supplies

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations issued by Public Works and Government Services Canada headquarters.

A0050T (10/12/04) Bid Receiving/Return Address (HQ)

Bids must be submitted to the following address:

Department of Public Works and Government Services
Bid Receiving Unit
Portage III, 0A1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Fax No.: (819) 997-9776

A0050T (14/05/04) Bid Receiving/Return Address (HQ)

Effective 10/12/04, this clause is superseded by A0050T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations issued by Department of Public Works and Government Services regional offices.

A0051T (23/11/98) Bid Receiving/Return Address

Bids must be submitted to the address indicated on page 1 of this bid solicitation.

A0051T (31/03/95) Bid Receiving/Return Address

Effective 23/11/98, this clause is superseded by A0051T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations subject to the exceptions below.

Do not use for Low Dollar Value and Medium Complexity requirements where the Plain Language templates are used in conjunction with standard instructions 2003.

A0052T (16/12/05) Bid Cost

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

A0052T (15/12/95) Offer Cost

Effective 16/12/05, this clause is superseded by A0052T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0053T (01/05/96) Format, Numbering System

It is requested that the Bidder's proposal use a numbering system corresponding to that of the Request For Proposal (RFP) and Statement of Work. All references to descriptive material, technical manuals and brochures must be included in the Bidder's proposal.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0054T (21/06/99) Proposal Format

It is required that proposals follow the response format/instructions as detailed herein.

The medium for all proposal data is 8½ x 11 inch bond paper.

A0054T (01/05/96) Proposal Format

Effective 21/06/99, this clause is superseded by A0054T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0055T (01/05/96) Proposal

1. Bidders must provide _____ copies of their proposal in three (3) separate parts, as follows:
 - (a) Technical Proposal;
 - (b) Financial Proposal;
 - (c) Certifications.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the technical evaluation requires compliance with mandatory requirements and further evaluation subject to point rating.

A0056T (01/05/96) Technical Proposal Evaluation

The Technical Proposal shall be divided in two (2) separate parts, as follows:

1. Mandatory Requirements
2. Requirements Subject to Point Rating

1. Mandatory Requirements

Proposals will be examined to determine their compliance with the mandatory requirements as detailed in the attached Appendix/Annex "_____". Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Only proposals found to meet the mandatory requirements will be further evaluated in accordance with the evaluation criteria subject to point rating.

2. Requirements Subject to Point Rating

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in the attached Appendix/Annex "_____".

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0057T (01/05/96) Technical Proposal

Mandatory Requirements:

Proposals will be examined to determine their compliance with the mandatory requirements as detailed in the attached Appendix/Annex "_____". Bidders are instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. Bids not meeting all of the mandatory requirements will be given no further consideration.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when bidders are required to propose firm per diem rates for personnel for the contract period and option period(s).

A0058T (01/05/96) Financial Proposal

This section of the proposal shall include a cost summary of the services requested or required.

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Indicate a firm per diem rate(s) for the proposed personnel for the period of the proposed Contract, and for any applicable option period(s) as indicated in Article _____, Basis of Payment.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the bidder is required to propose a firm lot price for the work and price breakdown for milestones\deliverables.

A0059T (01/12/00) Financial Proposal

This section of the proposal shall include a cost summary of the services requested or required.

Indicate a firm lot price for the proposed work and for any applicable option(s) with a price breakdown tied to each milestone/deliverable as identified in the Statement of Work document, Appendix/Annex "_____". It shall also include the proposed method and schedule of payment where payments are tied to milestones and/or deliverables as specified. The proposal shall also include the level of effort by skill type and cost (firm per diem rates).

A0059T (01/05/96) Financial Proposal

Effective 01/12/00, this clause is superseded by A0059T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0060T (01/05/96) Financial Proposal - Costs

Costs shall not appear in any other area of the proposal except in the financial proposal section.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0061T (01/05/96) Evaluation Procedures of Proposals

1. The evaluation of TECHNICAL proposals will be based on the criteria specified in the attached Appendices/Annexes "_____."
2. **Technical Proposal**

TECHNICAL proposals received will be compared separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work.
3. **Evaluation Methodology**
 - (a) Only those proposals which satisfy all MANDATORY requirements detailed herein will be further evaluated. IT IS MANDATORY FOR EVALUATION PURPOSES THAT PROPOSALS BE PREPARED IN THE FORMAT DESCRIBED HEREIN. FAILURE TO DO SO SHALL RENDER A PROPOSAL NON-COMPLIANT.
 - (b) Point-Rated Evaluation

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The evaluation process to complete the selection will take place as follows:

(i) **Mandatory Criteria:**

Bids not meeting ALL mandatory requirements will be eliminated from further consideration.

(ii) **Point-Rated Evaluation:**

A technical rating, up to the maximum points available as identified in Appendix/Annex "_____", will be assigned by the Evaluation Team to score each rated criterion specified herein.

Any proposal not meeting the minimum points required on each of the rated sections will not be considered any further in the evaluation process.

(iii) **Cost:**

Cost will be evaluated on the total requirement (Contract period and any applicable option period(s) to extend using all personnel and estimated number of days per professional as stated in "_____") OR (firm lot price for Contract period and any applicable option(s)).

(Contracting officers should insert either "all personnel and estimated number of days..." or "firm lot price...").

Proposals may be accepted in whole or in part, with or without negotiation. It is anticipated that only one Contract will be awarded pursuant to this RFP.

Neither the qualifying proposal which scores the highest number of rating points nor the one which contains the lowest cost estimate will necessarily be accepted.

The Contract award will be made on the basis of best overall value to Canada in terms of both technical merit and cost. Best overall value is determined by the lowest cost per point as calculated from a ratio of the technical points scored to the price for each compliant proposal evaluated.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when any resulting contract will be issued to the lowest technically responsive bidder.

A0062T (01/05/96) Evaluation Procedures of Proposals

1. The evaluation of TECHNICAL proposals will be based on the criteria specified in the attached Appendices/Annexes "_____."
2. **Technical Proposal**

TECHNICAL proposals received will be compared separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work.
3. **Evaluation Methodology**
 - (a) Only those proposals which satisfy all MANDATORY requirements detailed herein will be further evaluated. IT IS MANDATORY FOR EVALUATION PURPOSES THAT PROPOSALS BE PREPARED IN THE FORMAT DESCRIBED HEREIN. FAILURE TO DO SO SHALL RENDER A PROPOSAL NON-COMPLIANT.
 - (b) Mandatory Criteria

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The evaluation process to complete the selection will take place as follows:

(i) Mandatory Criteria:

Bids not meeting ALL mandatory requirements will be eliminated from further consideration.

(ii) Cost:

Cost will be evaluated on the total requirement (Contract period and any applicable option period(s) to extend using all personnel and estimated number of days per professional as stated in "____") OR (firm lot price for Contract period and any applicable option(s)).

(Contracting officers should insert either "personnel and estimated number of days..." or "firm lot price...").

Proposals may be accepted in whole or in part, with or without negotiation. It is anticipated that only one Contract will be awarded pursuant to this RFP.

Any resulting Contract will be issued to the Lowest Responsive Bidder.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0063T (14/05/04) Evaluation Procedures of Proposals

1. The Statement of Work and other terms and requirements of the Request for Proposal (RFP) are categorized as "Mandatory" and/or "Information". In the event that a mandatory requirement/item does not comply with or if it is not supported by proper and adequate detail, the submitted proposal will not receive any further consideration by Canada.
 2. Any contract resulting from this RFP will be issued to the Bidder(s) whose proposal:
 - (a) meets all mandatory requirements; and
 - (b) complies with the general conditions 9676 for services or if not, contains terms and conditions that are acceptable to Canada; and
 - (c) represents the lowest aggregate cost in accordance with Article "____" of this section.
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A0063T (01/05/96) Evaluation Procedures of Proposals

Effective 14/05/04, this clause is superseded by A0063T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for on-site maintenance of specified equipment when the total cost includes monthly and hourly rates. (This clause should be used with clause A0063T.)

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A0064T (15/09/97) Cost Proposal Evaluation

1. If a Contract is issued as a result of this Request for Proposal, it will be issued to the Bidder whose proposal has the LOWEST TOTAL COST over the potential Contract period of ____ months (proposed Contract period is ____ months plus ____ option periods of ____ months).
2. The TOTAL COST will include the following:
 - (a) the monthly rates quoted to provide on-site preventive and remedial maintenance services for the equipment listed in Appendices "____" to "____" during the Principal Period of Maintenance (PPM); AND
 - (b) the hourly rates quoted to provide on-site preventive and remedial maintenance services outside the PPM, as detailed in Appendix "____".

The aggregate of the above will be used to calculate the total cost of the total requirement (the Contract period plus any applicable option periods). This total will then be used for evaluation purposes.

The evaluation of bids will not include the estimated amount of Goods and Services Tax or Harmonized Sales Tax as applicable.

A0064T (01/05/96) Cost Proposal Evaluation

Effective 15/09/97, this clause is superseded by A0064T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for maintenance service Requests for Proposal when the costs for items to be maintained will be grouped.

A0065T (15/09/97) Cost Proposal Evaluation

1. A proposal may be accepted in whole or in part and may be accepted on a LOWEST COST PER GROUP OF ITEMS identified below OR GROUPS OF ITEMS OR on a LOWEST AGGREGATE COST basis.
 - (a) Items of Group A are shown in Appendix "____" attached hereto.
 - (b) Items of Group B are shown in Appendix "____" attached hereto.
 - (c) Items of Group C are shown in Appendix "____" attached hereto.
 - (d) Items of Group D are shown in Appendix "____" attached hereto.

(Contracting Officers should delete those groups that do not apply.)
2. The total cost for each group of items will include the following:
 - (a) the monthly rates quoted to provide on-site preventive and remedial maintenance services for the equipment listed in each group during the Principal Period of Maintenance (PPM); AND

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- (b) the hourly rates quoted to provide on-site preventive and remedial maintenance services outside the PPM, for the equipment listed in each group; AND
 - (c) the hourly rates quoted to provide relocation and installation services during and outside PPM.
3. The aggregate of the above will be used to calculate the total cost for each group of items of the proposal over the following potential Contract periods:
- (a) For group(s) ____: ____ months (proposed Contract period is ____ months plus two option periods of ____ months).
 - (b) For group(s) ____: ____ months (proposed Contract period is ____ months plus two option periods of ____ months).
- (Contracting Officers should indicate the applicable groups).**
4. The evaluation of bids will not include the estimated amount of Goods and Services Tax or Harmonized Sales Tax as applicable.

A0065T (01/05/96) Cost Proposal Evaluation

Effective 15/09/97, this clause is superseded by A0065T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should be used with clause A0063T, Evaluation Procedures of Proposals.

A0066T (01/05/96) Item Pricing

It is MANDATORY that the bidders submit firm prices/rates for all items listed in Appendices " ____ " attached hereto.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause should be used with clause A0063T, Evaluation Procedures of Proposals.

A0067T (01/05/96) Item Pricing

Bidders may quote on all groups of items or any combination of the groups listed below. However, IT IS MANDATORY that bidders submit prices/rates for all items listed in the group(s) of items quoted by the bidders. The groups of items are as follows:

- (a) Group A: All items listed in Appendix " ____ "
 - (b) Group B: All items listed in Appendix " ____ "
 - (c) Group C: All items listed in Appendix " ____ "
 - (d) Group D: All items listed in Appendix " ____ "
-

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause to detail evaluation criteria in bid solicitations for projects and services requirements. **THIS CLAUSE IS TO BE USED AS A GUIDE ONLY.** Minimum point ratings must be specified for each criterion and/or group of criteria as required by the situation. This is to be done by selecting either (a), (b) or (c) choices as indicated at the beginning of the clause and deleting the (a), (b), or (c) choices that are not applicable. Maximum point ratings must be specified for each group of criteria as appropriate. Criteria which are MANDATORY are to be set out as appropriate within each of the groupings. Use in conjunction with A0265T, A0270T or A0275T.

A0200T (31/03/95) Evaluation Criteria

Each bid will be evaluated and scored in accordance with the following criteria. In order to be considered further, bids must achieve...

[PROCUREMENT OFFICERS ARE TO CHOOSE ONE OF THE FOLLOWING A), B) OR C) CHOICES AND DELETE THE ONES FROM A), B) OR C) THAT ARE NOT APPLICABLE**]**

- (a) the specified minimum points for each rated criterion and group of criteria.
- (b) the specified minimum points for each group of criteria.
- (c) the specified minimum points for the overall bid.

1. TECHNICAL PROPOSAL

(a) MANDATORY CRITERIA:

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) understanding of scope and objectives (_____ points)
- (ii) proposed work feasibility, approach and methodology (_____ points)
- (iii) recognition of problems and adequacy of solutions proposed (_____ points)
- (iv) human resources asserted to be required by bidder:
 - (1) level of competence (_____ points)
 - (2) level of effort (_____ points)
- (v) human resources offered:
 - (1) team organization planned (_____ points)
 - (2) backup offered (_____ points)
- (vi) technical capability of the firm:
 - (1) references on similar work (_____ points)
 - (2) language, systems, software, facilities to be used (_____ points).

2. MANAGEMENT PROPOSAL

(a) MANDATORY CRITERIA:

(b) POINT-RATED CRITERIA: (maximum _____ points, minimum _____ points)

- (i) work plan time schedule (_____ points)

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- (ii) quality/control plan (____ points)
 - (iii) project manager capability:
 - (1) relevant experience, qualifications (____ points)
 - (2) references (____ points)
 - (iv) demonstration of availability of team members and backup (____ points).
- _____

3. FINANCIAL PROPOSAL

(a) MANDATORY CRITERIA:

- (b) POINT-RATED CRITERIA: (maximum ____ points, minimum ____ points)
 - (i) compliance with proposed pricing methods (____ points)
 - (ii) acceptance of other proposed terms and conditions as mentioned in the bid solicitation (____ points)
 - (iii) capability of the bidder to finance the performance of the work (____ points)
 - (iv) socio-economic factors (Canadian industrial performers, Canadian Content) (____ points)
- _____

4. GENERAL

(a) MANDATORY CRITERIA:

- (i) compliance with all other bid solicitation mandatory requirements
- _____

(b) POINT-RATED CRITERIA: (maximum ____ points, minimum ____ points)

- (i) compliance with other bid solicitation desirable requirements (____ points)
- _____

5. TOTAL: (maximum ____ points, minimum ____ points).

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when the bid solicitation requests a technical, management and financial proposal as part of the bid. PROCUREMENT OFFICERS ARE TO DELETE THE LAST SENTENCE OF PARAGRAPH 2 IF NOT REQUIRED.

A0205T (31/03/95) Bids - Form of

The bid must address each of the evaluation criterion in sufficient details to permit evaluation.

The technical proposal shall contain sufficient data sheets and representations to ascertain compliance. A detailed compliance statement on a clause-by-clause basis must be submitted with your proposal.

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The bid should contain _____ copies of the technical and management proposal, and, separately, _____ copies of the financial proposal which shall include page 1 of the bid solicitation document duly completed and signed as well as other pages of, annexes to, and forms mentioned in the bid solicitation, with fill-ins duly completed.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause as a mandatory financial evaluation criteria when the bid must not exceed the maximum funding available for a specific requirement. Use in conjunction with A0036T.

A0210T (16/12/05) Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$_____ (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

A0210T (15/09/97) Maximum Funding

Effective 16/12/05, this clause is superseded by A0210T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the financial evaluation of the bid will be conducted in accordance with the process described below.

A0220T (16/12/05) Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination for goods, Customs duties and Excise taxes included.

A0220T (15/09/97) Evaluation of Price

Effective 16/12/05, this clause is superseded by A0220T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when Canadian and foreign bids may be received, and use in conjunction with clause C2000D.

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A0221T (15/09/97) Evaluation of Price

A - Instructions to Bidders / Contractors

1. (a) For Canadian-based bidders, prices must be firm with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, EXCLUDED.
- (b) For foreign-based bidders, prices must be firm and EXCLUDE Canadian customs duties, excise taxes and GST or HST, as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY THE CONSIGNEE WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED SUPPLIERS.
2. Although Canada reserves the right to award the contract(s) either on an FOB plant or FOB destination basis, bidders are requested to provide prices FOB their plant or shipping point and FOB destination as indicated in this solicitation document. Proposals will be assessed on an FOB destination basis.

A0221T (01/05/96) Evaluation of Price

Effective 15/09/97, this clause is superseded by A0221T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This evaluation clause is to be used when it is deemed advisable to ask the bidder to estimate Canada's monthly disbursements during the term of the proposed contract to allow for a more precise comparison of PRICE with a present value analysis.

A0230T (31/03/95) Evaluation - Multi Payments

If required, a present value analysis will be performed by Canada during the evaluation phase to determine the price for evaluation purposes. This analysis will be based on anticipated disbursements by Canada, with an annual interest rate determined by the Contracting Authority. To this end, the bid must include a schedule of Canada's anticipated monthly disbursements on account of the proposed Work.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers shall use the latest table (Eastern Canada) or (Western Canada) approved by the Director, Marine Directorate, to prepare the list of shipyard/shiprepair facilities, as required under section 3 of this clause, where the work could potentially be undertaken. Contracting officers are to include from the table the applicable vessel transfer costs for each shipyard/shiprepair facility in the list based on the vessel's home port location and based on whether the work is under a manned refit. Where the table does not provide a specific home port for the vessel or the name of a potential shipyard/shiprepair facility where work could potentially be undertaken, contracting officers must contact the Director, Marine Directorate (Place du Portage, Phase III - 6C2, Phone: 819-956-0664 / Fax: 819-956-0897) to obtain the necessary data.

Contracting officers are to enter the number of calendar days in subsection 2(b).

A0240T (10/12/04) Vessel Transfer Costs

1. The evaluation price shall include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be executed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:

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2. (a) The Bidder shall enter below the location of the shipyard/ship repair facility where it proposes to execute the Work together with the applicable vessel transfer cost from the list provided under subsection 3 of this clause:

Bidder to enter:

Proposed shipyard/ship repair facility: _____
 Applicable vessel transfer cost: _____.

- (b) Should the list in subsection 3 of this clause not provide the shipyard/ship repair location where the Bidder intends to execute the Work, then the Bidder must advise the Contracting Authority, in writing, no later than _____ days (**contracting officer to enter number of calendar days and delete this statement**) prior to the bid closing date, of its proposed location for executing the Work. The Contracting Authority will acknowledge to the Bidder, in writing, no later than _____ days (**contracting officer to enter number of calendar days and delete this statement**) prior to the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.

A proposal that specifies a location for executing the Work which is not in the list under subsection 3 of this clause, and for which a notification in writing has not been received by the Contracting Authority no later than _____ days (**contracting officer to enter number of calendar days and delete this statement**) prior to the bid closing date, shall be deemed to be non-responsive.

3. List of shipyard/ship repair facilities and applicable vessel transfer costs

Vessel: _____
 Home port: _____

Note 1: Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Note 2: Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation shall be:

- (i) included as part of the Bidder's price proposal in the case where the Bidder is responsible for the transfer; or
- (ii) identified as the applicable vessel transfer cost, as given in the list below, in the case where Canada is responsible for the transfer.

(Contracting officers are to enter the list of shipyard/ship repair facilities where the Work could potentially be executed together with the applicable vessel transfer costs based on the latest approved table issued by the Marine Systems Directorate and delete this statement).

Shipyard/ship repair facility	Applicable vessel transfer cost
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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A0240T (15/09/97) Vessel Transfer Costs

Effective 10/12/04, this clause is superseded by A0240T.

A0250T (31/03/95) Evaluating Methodology

This clause is cancelled effective 16/12/05.

A0260T (31/03/95) Method of Evaluation

Effective 16/12/05, this clause is superseded by A0031T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause with A0200T or similar clause when the selection is to be made on the basis of lowest price responsive bid/offer with a point rating system. An alternate clause to this could be A0034T.

A0265T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points specified in this solicitation.
 2. Bids/offers not meeting (a) or (b) above will be given no further consideration. The lowest priced responsive bid/offer will be recommended for award of a Contract or issuance of a standing offer, as the case may be.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the selection of a contractor will be made on the basis of best overall value in terms of lowest price per point. It must be used in conjunction with A0200T or similar clause. An alternate clause to this could be A0035T.

A0270T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points for the criteria which are subject to point rating specified in this solicitation.

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2. Bids/offers not meeting (a) or (b) above will be given no further consideration. Neither the responsive bid/offer that scores the highest number of rated points nor the one that contains the lowest price will necessarily be accepted. The responsive bid/offer with the lowest price per rated point will be recommended for award of a Contract or issuance of a standing offer, as the case may be.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the selection of a contractor is to be made on the basis of highest score responsive bid. It is generally used with A0210T. It must be used with A0200T or similar clause. An alternate clause to this could be A0036T.

A0275T (31/03/95) Basis of Selection

1. To be considered responsive, a bid/offer must:
 - (a) meet all the mandatory requirements of this solicitation; and
 - (b) obtain the required minimum points specified in this solicitation for the criteria which are subject to point rating.
 2. Bids/offers not meeting (a) or (b) above will be given no further consideration. The responsive bid/offer that scores the highest number of rated points will be recommended for award of a Contract or issuance of a standing offer, as the case may be, provided that the estimated total price does not exceed the funds available for this requirement.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers have the option to use this clause. This is intended to be the list of all documents required in order to proceed with the evaluation of bids, and is to be provided along with the completed solicitation documents.

A0280T (10/12/04) Document Required for Bid Evaluation Purposes

The following documents are required with the bid in order for the bid to be considered for evaluation.

1. _____
 2. _____
 3. _____
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requirements with quick turn around time between the bid closing date and contract award. Use in conjunction with A9093D.

A0285T (10/12/04) Workers Compensation - Letter of Good Standing

It is mandatory that the Bidder has an account in good standing with the Provincial Workers' Compensation Board/Commission.

To comply with this mandatory requirement, the Bidder must submit on or before the bid closing date a certificate or Letter of Good Standing from the applicable Workers' Compensation Board/Commission.

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Failure to provide this information will render the bid non responsive.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A0290D (10/12/01) Hazardous Waste - Vessels

1. It is recognized and acknowledged that sufficient information has been provided by Canada with respect to the location and estimated amount of hazardous materials such as asbestos, lead, PCB's, silica or other hazardous materials or toxic substances.
 2. The price includes all costs associated with the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCB's, silica and other hazardous materials or toxic substances on board vessel, including those costs resulting from the need to comply with applicable laws and regulations in relation to the removal, handling, disposal or storage of hazardous materials or toxic substances.
 3. The completion date for the Work takes into account the fact that the removal, handling, storage, disposal and/or working in the vicinity of hazardous materials such as asbestos, lead, PCB's and silica or other hazardous materials or toxic substances may be affected by the need to comply with laws or regulations applicable to removal or handling or disposal or storage of hazardous materials or toxic substances and shall not be deemed to be an excusable delay.
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations for military aviation replacement parts, including standard and commercial parts.

A0300T (10/06/05) Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts shall be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- (a) the owner of the design or manufacturing rights to the items; or,
- (b) the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- (c) distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- (d) maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

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2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources; and full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required. Bids containing parts identified in this Category are subject to acceptance by the DND Technical Authority.

Deliverable End Item Grid

Bidders are to indicate the NATO Supply Code for Manufacturers or Commercial And Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a Bidder is offering a Category #1 item(s), it should indicate the NSCM number under that category as per the example below. Use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC _____	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts shall be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and/or manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

The successful bidder shall provide with each item, supplied under any resulting contract, a Certificate of Conformance, or certified true copies as specified herein:

1. Category #1 and #2 military unique aviation replacement parts shall have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - (a) positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - (b) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described herein conforms to the applicable design data and is in a condition for safe operations."
 - (c) identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, shall be supplied with a Certificate of Conformance, namely:
 - (a) form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years prior to contract award;

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- (b) FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector; within the two (2) years prior to contract award;
 - (c) Joint Aviation Authorities (JAA) Form One, Authorised Release Certificate, signed by a JAA authorized inspector, within the two (2) years prior to contract award;
 - (d) European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years prior to contract award; or
 - (e) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - (i) positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - (ii) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

"I certify that the aeronautical product described herein conforms to the applicable design data and is in a condition for safe operations".
 - (iii) identification of both the authorized signatory and organization.
3. Bidders shall specify which one of the documents identified will be provided for each item required to be supplied in response to this Request for Proposal.

A0300T (10/12/04) Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

Effective 10/06/05, this clause is superseded by A0300T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations for military aviation replacement parts. It is not for use in bid solicitations that make a particular part number mandatory.

A0301T (10/12/04) Military Aviation Replacement Parts - Substitutes and Traceability

1. The Part Number(s) and NATO Supply Code(s) for Manufacturers (NSCM(s)), or the Commercial And Government Entity (CAGE) code(s) indicated herein are the only Part Number(s) and NSCM/Cage Code(s) known to Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed. Should a bidder propose an alternative Part Number or NSCM/Cage Code and be under consideration for award of a contract to supply the item(s), that bidder must provide upon request and within three (3) working days after notification of the request, the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the item(s) proposed to be supplied has form, fit and function characteristics equivalent to the Part Number(s) and NSCM/Cage Code(s) indicated herein. It is also acceptable that the necessary technical information be supplied at the same time as the bid.
2. Failure to provide the required data, either with the bid or within three (3) working days after notification of the request, will render the bid non-compliant in respect of the item(s) for which such information was requested.

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3. If the part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the item chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer).
4. Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of an item proposed is in fact authorized by the OEM to produce that item or supplies that item to the OEM.
5. In the event the Bidder proposes to supply equivalent item(s) not in the NSCM/Cage Code(s) or the Part Number(s) specified herein, the Bidder must complete in full and supply with its bid a "Substitution Notice" as detailed in Annex 'A' to the bid solicitation.
6. Records of the manufacturer sufficient to constitute proof of origin must be available for review, and must be retained and maintained by the successful bidder for three (3) years following delivery of the last item under the contract. Such records shall include the following:
 - (a) sufficient information to identify the item by type, class, style, grade (including lot or batch number), cast number, the source of the part, and the date and place of manufacture, as appropriate;
 - (b) the name and description (or other positive identification) of, and the application issue of, the specification, drawing, process and inspection requirements, as appropriate;
 - (c) records of all inspections and tests carried out, including those carried out on behalf of either the manufacturer or the successful bidder;
 - (d) copies of any Certificate of Conformance or Certificate of Compliance issued by the manufacturer;
 - (e) and any other relevant technical data.

ANNEX 'A'

SUBSTITUTION NOTICE

This section is to be completed by a bidder proposing to supply a substitute item including an item with a different part number, NSCM/CAGE code or produced by an alternate manufacturer.

1. Item Number: _____
2. Original Technical Data (as referenced herein):
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____

3. Proposed Change(s)
 - (a) Part Number: _____
 - (b) NSCM/CAGE Code: _____
 - (c) Other: _____

4. Reason for Change/Supporting Data:

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A1001C **(01/06/91)** **Science Contracting Officer**

Effective 29/10/93, this clause is superseded by A1024C.

A1002C **(01/06/91)** **Science Contracting Officer**

This clause is cancelled effective 15/09/97.

A1003C **(01/06/91)** **Scientific Authority**

Effective 31/03/95, this clause is superseded by A1029C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the Technical Authority has officially delegated some responsibilities and tasks to a technically qualified person.

A1004C **(15/09/97)** **Technical Liaison Officer**

The Technical Liaison Officer for this Contract is:

Name: _____
Title of Officer: _____
Organization: _____
Address: _____
Postal Code: _____

Telephone: () ____-____
Facsimile: () ____-____

The Technical Liaison Officer is responsible for the day-to-day technical liaison between the Contractor and the Technical Authority, and will also be responsible for reviewing draft reports submitted by the Contractor. The Technical Liaison Officer has no authority to authorize any deviations from this Contract.

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A1004C (29/10/93) Technical Liaison Officer

Effective 15/09/97, this clause is superseded by A1004C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when there is a requirement to identify a site authority in the solicitation and contract documents. Procurement officers are to enter fill-in information as appropriate and as stated on the requisition. The responsibility of the site authority should be described in the statement of work.

A1005D (31/03/95) Site Authority

The Site Authority for the Contract is:

Name: _____
Title of Officer: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____

A1005D (01/06/91) Site Authority

Effective 31/03/95, this clause is superseded by A1005D.

A1006C (01/06/91) Authorities

Effective 01/12/92, this clause is superseded by M0013C.

A1007C (01/06/91) Authorities

Effective 01/12/92, this clause is superseded by M0014C.

A - Instructions to Bidders / Contractors

A1008T (01/06/91) Examination of Site

Effective 01/12/92, this clause is superseded by A9038T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A1009D (29/10/93) Establishment, Contractor's

The Contractor shall permit free access to its establishments and those of its subcontractors to authorized representatives of Canada, as necessary for the performance of their duties as they relate to the Contract.

A1009D (01/06/91) Establishment, Contractor's

Effective 29/10/93, this clause is superseded by A1009D.

A1010D (01/06/91) Hovercraft - Technical Authority

This clause is cancelled effective 01/12/92.

A1011T (01/06/91) Contacts During Tender Period

Effective 29/10/93, this clause is superseded by A0012T.

A1012D (01/08/92) Authorities

Effective 31/03/95, this clause is superseded by A1022D.

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A1013D (01/08/92) Enquiries

Effective 29/10/93, this clause is superseded by A0012T.

A1014D (31/03/95) Authorities (GQAA)

This clause is cancelled effective 15/09/97.

A1014D (29/10/93) Authorities (CQAA)

Effective 31/03/95, this clause is superseded by A1014D.

A1014T (01/08/92) Authorities

Effective 29/10/93, this clause is superseded by A1014D.

A1021D (01/08/92) Administrative Authority

Effective 01/12/92, this clause is superseded by M0015D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when there is a requirement to identify a project authority in the solicitation and contract documents. Procurement officers are to enter fill-in information as appropriate and as stated on the requisition. The responsibility of the project authority should be described in the statement of work.

A1022D (31/03/95) Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

A - Instructions to Bidders / Contractors

A1022D (31/01/92) Project Authority

Effective 31/03/95, this clause is superseded by A1022D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The following clause is to be used in contracts for goods and services where complete specifications are provided and where no substitution or deviation is permitted or such procedures provided.

A1024C (29/10/93) Authority, Contracting

The Contracting Authority is the contracting officer named on page one (1) of this Contract and is responsible for the management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

A1024C (01/08/92) Contracting Authority

Effective 29/10/93, this clause is superseded by A1024C.

A1026C (31/01/92) Authorities

Effective 31/03/95, this clause is superseded by A1022D.

A1027C (01/08/92) Authorities

Effective 29/10/93, this clause is superseded by A1024C.

A1028D (31/01/92) Enquiries

Effective 29/10/93, this clause is superseded by A0012T.

A - Instructions to Bidders / Contractors

A1029C (31/03/95) Technical Authority

Effective 15/09/97, this clause is superseded by A1030C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A1030C (15/12/95) Technical Authority

The Technical Authority for this Contract is:

Name: _____
Title: _____
Department/Agency: _____
Address: _____
Postal Code: _____

Telephone: () ____ - ____
Facsimile: () ____ - ____

The Technical Authority is responsible for all matters concerning the technical content of the Work under this requirement. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

Remarks: Use the following clause where the wording in the statement of work, solicitation or contract could give the impression that a partnership or joint venture relationship with Canada was established.

A1035D (13/12/99) No Partnership

1. Nothing in the Contract is intended to constitute or shall be interpreted as constituting a partnership or a joint venture or an agency relationship between the Parties.
 2. In its dealings with third parties in relation to the Contract, the Contractor shall not represent itself as an agent or a representative of the Government of Canada. It is understood and agreed that neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations and contracts with a Canadian contractor for goods and services that may result in the need for services of non-permanent residents to be performed in Canada.

A2000D (10/06/05) Non-Permanent Resident (Canadian Contractor)

The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior

A - Instructions to Bidders / Contractors

approval of the Department of Human Resources and Skills Development (HRSD). The Department of HRSD should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

A2000D (10/12/04) Non-Permanent Resident (Canadian Company)

Effective 10/06/05, this clause is superseded by A2000D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitations and contracts with a foreign contractor for goods and services that may result in the need for services of non-permanent residents to be performed in Canada.

A2001D (10/06/05) Non-Permanent Resident (Foreign Contractor)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

A2001D (29/10/93) Non-Permanent Resident (Foreign Company)

Effective 10/06/05, this clause is superseded by A2001D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all bid solicitation and contract documents issued to Canadian universities, affiliated institutions, or colleges when the students doing the work must be Canadian citizens or permanent residents.

A2100C (29/10/93) Students - Graduate and Undergraduate

Graduate and undergraduate students employed in the performance of the Work, including those paid from funds provided under this Contract, should be either Canadian citizens or permanent residents. The employment in this Contract of non-Canadian citizens who are not permanent residents, shall require the prior written authorization of the Contracting Authority.

A - Instructions to Bidders / Contractors

A2100C (01/06/91) Graduate and Undergraduate Students

Effective 29/10/93, this clause is superseded by A2100C.

A7000T (01/06/91) Software Maintenance/Enhancements

This clause is cancelled effective 29/10/93.

A7001D (01/06/91) Principal Period of Maintenance

Effective 31/03/95, this clause is superseded by A7008D.

A7002D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

A7003D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

A7004D (01/06/91) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A - Instructions to Bidders / Contractors

A7005D (01/06/91) Equipment Availability/Remedy

A - Instructions to Bidders / Contractors

1. Monthly maintenance charges shall be suspended for any item of equipment which is not operational.
 2. A maintenance credit shall apply to all items of equipment which are not operational and whose availability falls below 90 percent over any thirty-day (30) period. The credit shall be equal to the monthly maintenance rate for that non-operational equipment multiplied by the difference between 100 percent and the availability of the equipment.
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A7006D (01/12/92) Maintenance Services

Effective 31/03/95, this clause is superseded by A7008D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A7007D (29/10/93) Cylinder Maintenance Responsibility

The Contractor will maintain tanks and equipment, including painting, as required, to the satisfaction of the consignee.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations and contract documents covering maintenance service requirements. Contracting officers are to fill in the hours and days prior to issuing the bid solicitation.

A7008D (31/03/95) Maintenance Services

Maintenance service provided must be such that equipment is kept in good working condition and that maintenance, when necessary, is completed within the shortest possible time to ensure continual operation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

For the purposes of the Contract, the "Principal Period of Maintenance" or the "PPM" means the period between the hours of _____ to _____, _____ (day) to _____ (day), excluding statutory holidays.

The following services are to be provided:

1. PREVENTIVE MAINTENANCE:

Preventive maintenance shall be performed during the Principal Period of Maintenance.

2. REMEDIAL MAINTENANCE:

The Contractor shall also provide remedial maintenance as requested. Remedial maintenance, including labour and replacement of unserviceable parts, shall commence within _____ hours of notification from Canada that it is required.

3. MAINTENANCE PERSONNEL:

The Contractor shall provide the necessary personnel to perform the above services. The Contractor shall provide to the Technical Authority the name and telephone number of the Contractor's maintenance service depot manager who shall have full authority to act on behalf of the Contractor in connection with any matter relating to the maintenance services.

A - Instructions to Bidders / Contractors

A7010D (01/06/91) Service to be Performed

This clause is cancelled effective 29/10/93.

A7011D (01/06/91) Furniture - Repair and Refinishing

1. Classes of repair

- (a) **Class A** - Replacement of cover to match existing upholstery repairs, monitor repairs, refinishing.
- (b) **Class B** - Patching of cover to match existing upholstery repairs, minor repairs, refinishing.
- (c) **Class C** - Upholstery repairs, minor repairs, refinishing.
- (d) **Class D** - Refinishing, minor repairs.

2. Upholstery repairs will include, as necessary:

- (a) Replacement and/or repair of springs, stretchers, burlap, padding, filling, bottom covering.
- (b) Tightening of loose seats or backs.
- (c) Reinforcement of corners showing strain.
- (d) Repair of broken seams.

3. Minor repairs will include, as necessary:

- (a) Replacement of broken or missing casters, glides, ferrules, screws, braces, corner brackets, etc.
- (b) Repair of loose fittings or joints to make them solid, using glue and screws or nails.
- (c) Repair and lubrication of the swivel mechanism of swivel chairs.

4. Refinishing will include, as necessary:

- (a) Scraping and sanding smooth including the removal of nicks, scratches, dents, burns, wax, etc.
 - (b) Staining wood to match original colour.
 - (c) Application of two (2) coats of wood sealer for natural or maple furniture, and wood filler for oak, followed in each case by three (3) coats of clear furniture grade lacquer, sanding smooth between coats.
 - (d) Cleaning of cover.
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A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers are to insert the length of time that services will be required.

A7012D (29/10/93) Warranty/Repair Service

The Contractor shall provide complete maintenance and repair services, and shall be required to stock adequate spare parts for the specified equipment, for _____, through the following representative:

Name: _____
Address: _____

A7012T (01/06/91) Warranty/Repair Service

Effective 29/10/93, this clause is superseded by A7012D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in any service or supply and install requirement documents, as well in bid solicitations and contract documents involving controlled goods.

A7013D (13/12/02) Licensing

The Contractor must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, licence, or certificate to Canada.

A7013D (01/12/00) Licensing

Effective 13/12/02, this clause is superseded by A7013D.

A7014D (01/06/91) Suitability of Service

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

A7015D (01/06/91) Personnel Qualifications and Backup

This clause is cancelled effective 29/10/93.

A7016D (01/06/91) Personnel

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contractual documents ONLY when specific personnel who will be doing the work will be named in the contract, and when this topic is NOT ADEQUATELY COVERED in the particular set of General Conditions which will be incorporated into the contract. Procurement officers shall complete the fill-in.

A7017D (31/03/95) Personnel, Replacement of Specified

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
 2. If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, within _____ calendar days, give notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
 3. The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (2), secure a further replacement.
 4. The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
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A7017D (01/06/91) Personnel, Replacement of Specified

Effective 31/03/95, this clause is superseded by A7017D.

A - Instructions to Bidders / Contractors

A7018D (01/06/91) Personnel and Replacement, Specified

Effective 31/03/95, this clause is superseded by A7017D.

A7019T (01/06/91) Bid/Proposal

This clause is cancelled effective 29/10/93.

A7020D (01/06/91) Licensing

Effective 31/03/95, this clause is superseded by A7013D.

A7022D (01/08/92) Services to be Provided

Effective 01/12/92, this clause is superseded by M0016D.

A7023D (31/01/92) Bidders' Conference

Effective 01/12/92, this clause is superseded by M0017T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in solicitation and contract documents where post orders are required for contracts for security guard services.

A7025D (29/10/93) Post Orders

Post orders shall be furnished to the Contractor by the Consignee. Post orders shall be in sufficient detail to permit guard personnel to effectively carry out their duties.

The Contractor shall ensure that security personnel comply fully with post orders, and with written and oral instructions from the authorized Consignee representative.

A - Instructions to Bidders / Contractors

A7025D (01/08/92) Post Orders

Effective 29/10/93, this clause is superseded by A7025D.

A7026D (31/01/92) Post Orders

Effective 01/12/92, this clause is superseded by M0018D.

A7028D (31/01/92) EMR Personnel

This clause is cancelled effective 01/12/00.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use in service contracts where specific individuals will be proposed for the work.

A7030T (01/05/96) Availability and Status of Personnel

AVAILABILITY OF PERSONNEL

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

STATUS OF PERSONNEL

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the bid evaluation, the Bidder **MUST** upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

Signature

Date

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A7035T (10/12/04) List of Subcontractors

If the Work includes the use of subcontractors, the names and locations of the subcontractors shall be listed as part of the bid with particulars of the Work to be performed or material to be purchased. The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors prior to their commencing the Work.

For the purposes of this clause, there is no requirement to report the purchase of "off-the-shelf" items and software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

A8000T (01/06/91) Purchase Option

This clause is cancelled effective 31/03/95.

A8001D (01/06/91) Training

This clause is cancelled effective 31/03/95.

A8002D (01/06/91) Technical Terminology

This clause is cancelled effective 29/10/93.

A8003D (01/06/91) Spoiled Photocopies

This clause is cancelled effective 31/03/95.

A - Instructions to Bidders / Contractors

A8004D (01/06/91) Invoicing Instructions

This clause is cancelled effective 31/03/95.

A8005D (01/06/91) Supplies

This clause is cancelled effective 31/03/95.

A8006D (01/06/91) Life Cycle Cost

This clause is cancelled effective 29/10/93.

A8007D (01/06/91) Rental Rebate, from Rental to Purchase

This clause is cancelled effective 31/03/95.

A8008D (01/06/91) Invoicing for Supplies Items

This clause is cancelled effective 31/03/95.

A8009D (01/06/91) Rental - Annual

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations and contracts in conjunction with general conditions 2029 and 9601. This clause is standard boiler plate for rental agreements. The wording of this clause is suitable for use in standing offers.

A - Instructions to Bidders / Contractors

A8010D (10/06/05) Lessor/Lessee - Responsibilities

Unless otherwise stated herein, the following shall apply:

1. The Contractor shall be responsible for:
 - (a) Delivery to the destination specified in the contract.
 - (b) Pick up at time of expiry or termination of the contract.
 - (c) Pick up and return of vehicle for servicing.
 - (d) Vehicle licensing, permits or exemptions.
 - (e) Full maintenance due to normal wear and tear.
 - (f) Replacement of tires and tire repairs.
 - (g) Provision of snow tires when requested.
 - (h) Supply of another licensed vehicle of the same type and size or replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the monthly charges.
 - (i) Provision of bulkheads separating cargo area from the driver/passenger area in all cargo vans.
 - (j) All warranty servicing. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty period shall in no case cover a period of less than twelve (12) months. The warranty service as outlined above shall be made available at any dealer for the make of vehicle rented, within Canada.
2. The Consignee shall be responsible for:
 - (a) the supply of fuel;
 - (b) oil between changes;
 - (c) washing;
 - (d) return to the Contractor, all vehicle parts replaced, including damaged or worn tires.
3. General:
 - (a) Repair routing is to be given to the consignee on acceptance of vehicle. Authorization to proceed with repairs is to be obtained from the Contractor. The cost of replacements which are made will be credited to the consignee's account by the Contractor upon receipt by the Contractor of a paid invoice covering such replacement.
 - (b) Only the terms and conditions referenced in this document shall apply.

A8010D (10/12/04) Lessor/Lessee - Responsibilities

Effective 10/06/05, this clause is superseded by A8010D.

A - Instructions to Bidders / Contractors

A8011D (01/06/91) Rental Conditions

Effective 31/03/95, this clause is superseded by A8010D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8012D (29/10/93) Option to Purchase

Her Majesty may, upon written notice to that effect to the Contractor, purchase any or all of the leased products at any time during the rental period. In this event, ___ percent of the rental paid up to a maximum of ___ percent of the offered unit purchase price will be credited at the time of purchase.

Unit Purchase Price: \$_____ Item _____

A8012D (01/06/91) Option to Purchase

Effective 29/10/93, this clause is superseded by A8012D.

A8013D (01/06/91) Photocopier Rental

This clause is cancelled effective 31/03/95.

A8014D (01/06/91) Ninety Day Extension Option

Effective 29/10/93, this clause is superseded by A9009C.

A8015D (01/06/91) Periodic Reports

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

A8016D (01/06/91) Fittings and Adaptors

This clause is cancelled effective 29/10/93.

A8017D (01/06/91) Authorization of Work

This clause is cancelled effective 29/10/93.

A8018D (31/01/92) Work Location

Effective 29/10/93, this clause is superseded by A1009D.

A8019D (31/01/92) Invoicing Instructions

Effective 31/03/95, this clause is superseded by H3018D.

A8500D (01/06/91) Charter - Period

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8501D (01/06/91) Vessel Charter

1. The vessel must meet the requirements listed in the attached specifications. The Bidder is to provide the following details of his vessel:
 - (a) Name of Vessel _____;
 - (b) Official Number _____;
 - (c) Length, Beam, Displacement _____;
 - (d) Name of Vessel's Skipper during Charter Period _____.

2. The vessel must meet the following requirements:

A - Instructions to Bidders / Contractors

- (a) Vessel must be seaworthy, the engine must be in good running order and all gear and equipment in good repair.
 - (b) The owner agrees to keep and maintain the boat, engines, gear and equipment in good and sufficient repair during the period stated herein and agrees to pay for all necessary repairs, renewals and maintenance.
3. The Owner agrees:
- (a) to indemnify and save harmless Her Majesty from and against any claim for loss or damage to this vessel or any other vessel and to the engines, gear, or equipment thereof, arising from this charter, and for injury to the person or property of persons aboard any such vessel, excepting other injury to the person or property of Her Majesty's servants or agents;
 - (b) that if the vessel is disabled or is not in running order or is laid up without the consent of Her Majesty's representative, then Her Majesty shall not be liable for payment for the hire of the vessel during such period, and if such period exceeds one week, Her Majesty may terminate the charter immediately;
 - (c) that if any gear or equipment necessary for the efficient operation of the vessel for the purpose of this charter is not in good working order for any period of time, then the payment of hire shall cease for the time thereby lost, and if upon the voyage the speed be reduced by defect in or breakdown of any part of the hull, machinery or equipment, the time lost shall be deducted from the hire. Her Majesty shall be the sole judge of the capability of the vessel;
 - (d) that the operation shall be carried out by the duly authorized representatives of Her Majesty nominated by the Service Site Authority;
 - (e) that life-jackets for all persons on board shall be in readily accessible positions at all times;
 - (f) that the use or possession of illegal drugs or intoxicating spirits for beverage purposes is prohibited and if any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it shall be cause for the termination of the Charter Agreement;
 - (g) that if the said boat is unable to operate safely in the area of the survey because of sea or weather conditions, as agreed upon by the representative of the owner and the representative of the Charterer, then the charter for the day shall be terminated and a pro-rated payment made to the Contractor for that period engaged in the survey in accordance with the terms and conditions of this Contract;
 - (h) that if the particulars furnished by the Owner and set out in this agreement and in the "Offer to Charter" for letting are incorrect or misleading, the Charterer may, at the Charterer's discretion, declare this agreement to be null and void and the Charterer shall thereupon be relieved of all liability in connection therewith or with the said boat.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8999C (01/05/96) Experience and Education

The Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and the Contractor agrees that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the Contract being terminated for default pursuant to the terms of the general conditions forming part of this Contract.

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A8999T (01/05/96) Education and Experience - Certification

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should a verification by the Minister disclose untrue statements, the Minister shall have the right to treat any contract resulting from this Bid as being in default and to terminate it accordingly.

Failure to include this representation and warranty with the Bid by executing the signature block immediately following this paragraph shall render the bid non-responsive.

Signature

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Treasury Board approval must be obtained prior to the use of this clause.

A9000C (01/06/94) Ammunition Handling

1. Except in cases of emergency, ammunition shall not be moved, handled or stored in the vicinity of the Contractor's premises by the officers, agents or employees of Canada or by officers, agents or employees of the Contractor while the vessel is docked at or situated upon the Contractor's premises.
2. If Canada's Officer-in-charge of ammunition considers a state of emergency exists that requires the moving, storage or handling of ammunition from the vessel or in the vicinity of the Contractor's premises, then Canada shall indemnify the Contractor against any and all damages suffered by the Contractor that result from:
 - (a) injury (includes injury resulting in death) to persons; and,
 - (b) loss of or damage to property of a third party or to property of the Contractor,that arise from the discharge or detonation of ammunition so moved, handled or stored regardless that such damage is direct or consequential and regardless that such injury, loss or damage arises through error in judgement or through negligence by any person.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations where statements of education and experience are relied upon to award the contract.

A9001T (31/03/95) Education/Experience Certification

1. Bids, to be considered responsive, must contain the following certification:

"The Bidder hereby certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of

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the Bidder or under a written agreement to provide services to the Bidder."

Signature

Date

2. Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:
- (a) unverifiable or untrue statement;
 - (b) unavailability of any person proposed on whose statement of education and experience Canada relied to evaluate the bid and award the Contract.

A9001T (01/06/91) Education/Experience Certification

Effective 31/03/95, this clause is superseded by A9001T.

A9002C (01/06/91) Contract Title

Effective 29/10/93, this clause is superseded by A9002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. When used, this clause should be inserted at the beginning of page 2 of bid solicitation and contract documents. If funding is being provided through the federal Panel on Energy Research and Development (PERD), federal/provincial Mineral Development Agreements (MDA), other programs, or through a cost-sharing agreement, a note to that effect should be added following the title, i.e. "Part of the [name of the program]" or "Cost-shared: X%/Y%, Crown/Contractor." If the contract is going to be issued to a Canadian university, the name of the principal investigator and the faculty/department should follow the title.

A9002D (29/10/93) Contract Title

_____ (insert Title).

A9002D (31/01/92) Contract Title

Effective 29/10/93, this clause is superseded by A9002D.

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A9003C (01/06/91) Contract Title

Effective 29/10/93, this clause is superseded by A9002D.

A9004C (01/06/91) Principal Investigator

Effective 29/10/93, this clause is superseded by A9002D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contracts where the award was issued via electronic transmission.

A9005C (30/05/03) Confirmation of Contract Award

This document confirms the Contract award issued by _____ (Insert "facsimile" or "telephone" as applicable) dated _____. The Work specified in that notice is not to be duplicated.

A9005C (30/10/96) Confirmation of Contract Award

Effective 30/05/03, this clause is superseded by A9005C.

A9006C (01/06/91) Defence Contract

Effective 01/05/96, this clause is superseded by A9006D.

Remarks: Use this clause in all procurement documents when the client has confirmed that the contract will be a defence contract as defined in the *Defence Production Act*. For standing offers, refer to clause M0022D..

A9006D (10/06/05) Defence Contract

The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1, and must be governed accordingly.

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A9006D (21/06/99) Defence Contract

Effective 10/06/05, this clause is superseded by A9006D.

A9007C (01/06/91) Prior Rights and Obligations

This clause is cancelled effective 31/03/95.

A9008C (01/06/91) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9009C (01/07/91) Option to Extend Contract

Effective 31/03/95, this clause is superseded by A9009D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitation and contract documents when the client department requests that the option to extend the contract be included in the contractual arrangement.

A9009D (15/12/95) Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by a period of _____ under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor at least _____ calendar days prior to the Contract expiry date.

The Contractor agrees that, during the extended period of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

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A9009D (31/03/95) Option to Extend Contract

Effective 15/12/95, this clause is superseded by A9009D.

A9010C (31/03/95) Entire Agreement

This clause is cancelled effective 14/05/04.

A9010C (01/06/91) Entire Agreement

Effective 31/03/95, this clause is superseded by A9010C.

A9011C (01/06/91) Amendment

This clause is cancelled effective 29/10/93.

A9012C (01/06/91) Subcontracting

This clause is cancelled effective 04/01/94.

A9013C (09/08/91) Replacement of Personnel

Effective 31/03/95, this clause is superseded by A7017D.

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A9014C (01/06/91) Replacement of Personnel

Effective 29/10/93, this clause is superseded by A9014D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitation and contract documents where the contractor must provide the services of personnel with specific qualifications and experience as requested by the client department in order to perform the Work.

A9014D (29/10/93) Specified Personnel

The services of the following personnel/job categories shall be provided by the Contractor to perform the Work in accordance with the Contract: _____

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contracts when experimental animals will be utilized during the performance of the work.

A9015C (30/05/03) Experimental Animals

The Contractor shall adhere to the requirements outlined in the current issue of the *Guide to the Care and Use of Experimental Animals* (<http://www.ccac.ca/english/publicat/pubframe.htm>) and any supplements thereto, prepared by and available from the Canadian Council on Animal Care.

A9015C (30/10/96) Experimental Animals

Effective 30/05/03, this clause is superseded by A9015C.

A9015D (31/01/92) Rates for Option Period

Effective 01/12/92, this clause is superseded by M0019T.

A9016C (01/06/91) Hazardous Waste Disposal

Effective 31/03/95, this clause is superseded by A9016D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all contractual documents when hazardous wastes bought, created or used during the performance of the work must be disposed of by the contractor.

A9016D (31/03/95) Hazardous Waste Disposal

The Contractor shall have full responsibility for disposal of any hazardous waste removed or uncovered in the performance of the Work. Title to such waste shall pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor shall dispose of such waste in accordance with the requirements of the Contract, if any, and in accordance with applicable law, whether federal, provincial or municipal.

A9017C (01/06/91) Vessel Condition

Effective 29/10/93, this clause is superseded by A9017D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requirements where the contractor has to charter a vessel in order to perform the work.

A9017D (29/10/93) Vessel Condition

The Contractor warrants that the vessel provided to the Crown is mechanically sound, completely seaworthy, equipped with readily accessible lifesaving equipment, shall be adequately manned and in full accordance with the *Canada Shipping Act*.

A9018C (01/06/91) Status of Contractor

This clause is cancelled effective 29/10/93.

A9019T (01/06/91) Labour Agreement, Valid

This clause is cancelled effective 31/03/95.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9020D (29/10/93) **Cylinder Hook-Up**

The Contractor shall be responsible for the hook-up of cylinders.

A9020T (01/06/91) **Cylinder Hook-Up**

Effective 29/10/93, this clause is superseded by A9020D.

A9021D (01/06/91) **Period of Contract**

Effective 29/10/93, this clause is superseded by D0025D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in "as and when requested" type contracts.

A9022T (29/10/93) **Period of Contract**

The Contract is in effect from _____ to _____ inclusive.

A9022T (01/06/91) **Period of Contract**

Effective 29/10/93, this clause is superseded by A9022T.

A9023D (01/06/91) **Performance**

Effective 29/10/93, this clause is superseded by D0025D.

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A9024D (01/06/91) List of Names

Effective 31/03/95, this clause is superseded by A9014D.

A9025D (01/06/91) Vehicles

This clause is cancelled effective 29/10/93.

A9026D (01/06/91) Maintenance Services

Effective 01/12/92, this clause is superseded by A7006D.

A9027T (01/06/91) Instructions to Bidders

This clause is cancelled effective 29/10/93.

A9028D (01/06/91) Cylinder Maintenance Responsibility

Effective 29/10/93, this clause is superseded by A7007D.

A9029D (01/06/91) Laws, Applicable

Effective 29/10/93, this clause is superseded by A9070D.

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A9030D (01/06/91) Unsatisfactory Service

This clause is cancelled effective 29/10/93.

A9031D (01/06/91) Worker's Compensation Board

This clause is cancelled effective 29/10/93.

A9032D (01/06/91) Classification, Vendors

Effective 01/12/92, this clause is superseded by M0020C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations when the financial capability of the bidder forms part of the evaluation criteria.

A9033T (31/03/95) Financial Statements

In order to confirm a bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation phase, to current bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the bidder's most recent audited financial statements or financial statements certified by the bidder's chief financial officer.

Should the bidder provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, then the Crown will treat the information in a confidential manner as provided in the *Access to Information Act*.

In the event that a bid is found to be non-compliant on the basis that the bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the bidder.

A9033T (01/06/91) Financial Stability

Effective 31/03/95, this clause is superseded by A9033T.

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A9034T (01/06/91) Current Operational Chart

This clause is cancelled effective 29/10/93.

A9035D (01/06/91) Governing Law

Effective 29/10/93, this clause is superseded by A9070D.

A9036D (01/06/91) Temporary Employees, Classification of

This clause is cancelled effective 29/10/93.

A9037D (01/06/91) Temporary Employees, Classification of

This clause is cancelled effective 29/10/93.

A9038D (01/06/91) Protection of Property

Effective 29/10/93, this clause is superseded by A9062D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when it would be beneficial for bidders to view the work site to improve their understanding of the requirement. Contracting officers are to edit the clause to specify the location of the site and the date and time of the visit. In the case of marine requirements, the word Vessel may be inserted after the title.

A9038T (14/05/04) Site Visit (Optional)

It is recommended that the Bidder or a representative of the Bidder visit the work site and examine the scope of the Work required and the existing conditions.

Arrangements have been made for a tour of the work site. The site visit will be held on _____, at _____, and bidders are to communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders that do not attend are not precluded from submitting a bid. Bidders are to provide the

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Contracting Authority with the names of their representatives no later than _____ days prior to the scheduled site visit.

The person conducting the site visit will have an attendance form which is to be signed by the Bidder's representative(s) in attendance. Bidders are advised that any clarifications or changes resulting from the site visit shall be included as an amendment to the bid solicitation document.

A9038T (31/03/95) Site Visit (Optional)

Effective 14/05/04, this clause is superseded by A9038T.

A9039T (01/06/91) Site Visit

Effective 31/03/95, this clause is superseded by A9040T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is mandatory for bidders to view the work site to improve their understanding of the requirement. Contracting officers are to edit the clause to specify the location of the site and the date and time of the visit. In the case of marine requirements, the word "Vessel" may be inserted after the title.

A9040T (31/03/95) Site Visit (Mandatory)

1. It is mandatory that the bidder or a representative of the bidder visit the site and examine the scope of the work required and the existing conditions.
2. Arrangements have been made for a tour of the work site. The site visit will be held on _____, at _____, and bidders should communicate with the Contracting Authority prior to the visit to confirm attendance. Bidders who, for any reason, cannot attend at the specified date and time will not be given an alternative appointment to view the site and their bids, therefore, will be rejected as non-compliant. **NO EXCEPTIONS WILL BE MADE.**
3. Proof of attendance at the site visit must be provided to the Contracting Authority. The following forms of evidence are acceptable:
 - (a) Canada's signature on this clause or on a Visit Certification; or,
 - (b) Canada's Attendance Form submitted directly to the Contracting Authority by the person conducting the Site Visit.

Canada's Signature Bidder's Signature Date

4. Bidders are advised that any clarifications or changes resulting from the site visit shall be included as an amendment to the bid solicitation.

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A9040T (01/06/91) Site Visit

Effective 31/03/95, this clause is superseded by A9040T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9041D (29/10/93) Salvage

All scrap and waste material, except items specifically listed in the specifications, will become the property of the Contractor who shall remove it from the site.

A9041D (01/06/91) Salvage

Effective 29/10/93, this clause is superseded by A9041D.

A9042T (01/06/91) Tenders/Quotations by Telex

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when reissuing bid solicitations. Procurement officers are to insert the number, date and closing time and date of the solicitation which is being superseded.

A9043T (29/10/93) Reissue of Solicitation

THIS CANCELS AND SUPERSEDES PREVIOUS SOLICITATION NUMBER _____ DATED _____ WHICH WAS DUE AT _____ ON _____.

A9043T (01/06/91) Bid Date Change

This clause is cancelled effective 29/10/93.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. This clause is to be used in solicitations for procurements exceeding \$25 000, for requirements that are not classified, when a list is used to invite suppliers.

A9044T (01/05/96) Bidders List - Release

The list of suppliers being invited to bid on this requirement is included. This list will not be updated as new bidders request bid packages.

A9044T (29/10/93) Bidders List - Release

Effective 01/05/96, this clause is superseded by A9044T.

A9045C (01/06/91) Confirmation

Effective 01/12/92, this clause is superseded by A9005C.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9046T (01/06/91) Reference to the Word "Tender"

Reference to the words "Invitation to Tender" and "Tender": wherever "Invitation to Tender" and "Tender" appears in this document and in the General Conditions, substitute the words "Request for Proposal" and "Proposal".

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9047D (29/10/93) Title to Property

The Contract is a defence contract within the meaning of the *Defence Production Act*. In accordance with the provisions of section 20 of the Act, title to any Government Issue (as defined in that Act) furnished or made available to the Contractor, or obtained or constructed by the Contractor with money provided by Canada, remains vested or vests in Canada free and clear of all claims, liens, charges and encumbrances and notwithstanding any law in force in any province or any territory of Canada but subject to the provisions of the Contract. Canada is entitled at any time to remove, sell or dispose of the Government Issue.

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A9047D **(01/12/92)** **Title to Property**

Effective 29/10/93, this clause is superseded by A9047D.

A9048D **(01/06/91)** **Technical Representative**

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in contractual documents covering the procurement of vehicles.

A9049D **(31/03/95)** **Vehicles**

Each vehicle supplied must meet the provisions of the *Motor Vehicle Safety Act* of Canada and the regulations thereunder that are in force on the date of its manufacture.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents for the procurement of equipment.

A9050D **(31/03/95)** **Publications - Commercial**

The manufacturers' existing commercial manuals will be accepted without formal submission and review of sample copies, on the assurance of the supplier that they contain adequate instructions for the operation, maintenance and repair of the equipment, as well as parts list containing illustrations, exploded views, and drawings and associated lists, necessary for the proper identification of all parts, assemblies, and special equipment. The contractor shall specify the manufacturer's identification numbers for the publications to be provided and shall certify that they are correct issues for the equipment being purchased.

One copy of each publication submitted shall be shipped with each unit of equipment.

A9050D **(01/06/91)** **Publications - Commercial**

Effective 31/03/95, this clause is superseded by A9050D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents for the procurement of equipment when the rights to translation of existing commercial publications are involved. This clause is to be used in conjunction with clause A9050D. Procurement officers are to insert the number of copies which are required and insert the name of the organization within the Department of National Defence where the publications are to be sent.

A9051D (31/03/95) Publications - Technical - Translation

Canada shall have the right to translate and reproduce for government use only, all or any part of the publications supplied under the Contract.

In addition to the copies which are to be supplied with the equipment, _____ copies of each publication shall be forwarded to:

Department of National Defence
MGen George Pearkes Building
Ottawa, Canada
K1A 0K2

Attention: _____

A9051D (01/06/91) Publications - Technical - Translation

Effective 31/03/95, this clause is superseded by A9051D.

A9052D (01/06/91) Warranty

This clause is cancelled effective 15/12/95.

A9053D (15/09/97) Trade-in Allowance

The Trade-In Allowance has taken into consideration the fact that the used vehicle will be retained until the new vehicle is exchanged, and that no adjustment will be made to allow for depreciation arising out of normal wear and tear on the used vehicle between the time of appraisal and the time the new vehicle is exchanged. Any significant change in the condition of the trade-in vehicle must be reported by the fastest means to the Department of Public Works and Government Services Contracting Authority.

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A9053D (01/06/91) Trade-in Allowance

Effective 15/09/97, this clause is superseded by A9053D.

A9054D (01/06/91) Vessel, Viewing of

Effective 29/10/93, this clause is superseded by A9054T.

A9054T (29/10/93) Vessel, Viewing of

Effective 31/03/95, this clause is superseded by A9038T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9055D (10/12/04) Scrap and Waste Material

Notwithstanding the provisions of general conditions 1026A, scrap and waste materials other than accountable material, derived from the Contract, shall revert to the Contractor as part of the Contract Price.

A9055D (01/06/91) Scrap and Waste Material

Effective 10/12/04, this clause is superseded by A9055D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9056T (01/06/91) Safety Measures for Fuel - DND

With the bid submission, the Bidder shall provide details of its standard safety measures for fuelling and disembarking fuel from Department of National Defence (DND) vessels and the name of the person in charge of this activity.

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A9057T (01/06/91) Telegraphic Bids

This clause is cancelled effective 29/10/93.

A9058T (01/06/91) Bids - Submission

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9059D (12/05/00) Jurisdictions HMC Dockyard

When a Contractor performs work in the CFB Esquimalt Dockyard, that is usually performed by employees of the Ship Repair Group, such work shall normally be performed in accordance with the methods, practices, or work distribution prevailing at the said Dockyard which takes into consideration the trade jurisdictional limitations of the Federal Government Dockyards Trades and Labour Council (Victoria) affiliates.

Should there be a need for any work permit, this requirement shall be borne by the Contractor or subcontractor. In this instance, the work permit will be ten dollars (\$10) per worker per week and will be paid only when the workers of the outside Contractor or subcontractor do not belong to the same unions affiliated with the Federal Government Dockyards Trades and Labour Council (Victoria).

A9059D (01/06/91) Jurisdictions HMC Dockyard

Effective 12/05/00, this clause is superseded by A9059D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Procurement officers are to specify the number of people for which accommodation is required, the type of equipment required, etc.

A9060D (03/02/97) Office Accommodation

For the duration of the Contract, the Contractor shall provide furnished office accommodation for customer's staff and/or Department of Public Works and Government Services representative as follows:

_____.

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A9060D **(29/10/93)** **Office Accommodation**

Effective 03/02/97, this clause is superseded by A9060D.

A9061D **(01/06/91)** **Subcontracts - DND**

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9062D **(29/10/93)** **Site Regulations**

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

A9062D **(01/06/91)** **Site Regulations**

Effective 29/10/93, this clause is superseded by A9062D.

A9063D **(01/06/91)** **Hovercraft - Warranty**

This clause is cancelled effective 01/12/92.

A9064D **(01/06/91)** **Warranty - DND**

Effective 01/12/92, this clause is superseded by K0027D.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9065D (01/06/91) Security and Personnel Identification

As a security precaution, it is required that all employees engaged in work or business for the Contract be readily identifiable. To this end, all company workmen, foremen, and subcontractor personnel are to wear, in a conspicuous place, the identification badge issued to them. In addition, it is recommended that a corresponding number be painted on the front of the safety helmet worn.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all ship refit contracts, and in all ship/ship system repair and overhaul contracts where the ship must be docked at contractor's facility or service facility other than client department's own docking facility.

A9066D (29/10/93) Vessel - Access by Canada

Canada reserves the right to carry out limited work by its personnel on equipment on board the vessel. Such work will be carried out at times mutually acceptable to Canada and to the Contractor.

A9066D (01/06/91) Vessel - Crown Access

Effective 29/10/93, this clause is superseded by A9066D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in bid solicitations and contract documents with agencies and re-sellers.

A9067D (31/03/95) Warranty

The warranty contained in the Contract is no less beneficial to Canada in any respect than the standard warranty terms offered by the manufacturer or designer in respect of the goods or services to be supplied under the Contract.

A9069T (01/06/91) Bid Receiving/Return Address

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall ensure that the applicable law selected by the proposed contractor, or in absence of such selection, the law indicated in the Request for Proposal, is inserted in the blank.

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A9070C (14/05/04) Applicable Laws

This Contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in _____.

A9070C (24/05/02) Applicable Laws

Effective 14/05/04, this clause is superseded by A9070C.

A9070D (01/06/91) Applicable Law

Effective 15/12/95, this clause is superseded by A9070C, A9070T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer shall indicate the Canadian province or territory the law of which Canada proposes to apply to the resulting contract. The Bidder will be instructed to propose any change to applicable provincial or territorial law in its formal bid response.

A9070T (10/06/05) Applicable Laws

1. Any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in _____.
 2. The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.
-

A9070T (10/12/04) Applicable Laws

Effective 10/06/05, this clause is superseded by A9070T.

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A9071D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9072D (01/08/92) Period of Proposed Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9073D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9074D (31/01/92) Period of Proposed Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9075D (31/01/92) Period of Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9077C (01/12/92) Period of Contract

Effective 31/03/95, this clause is superseded by A9009D.

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A9078C (31/01/92) Period of Proposed Contract

Effective 31/03/95, this clause is superseded by A9009D.

A9079C (31/01/92) Period of Proposed Contract

Effective 31/03/95, this clause is superseded by A9009D.

A9080C (01/08/92) Period of Proposed Contract

Effective 29/10/93, this clause is superseded by D0025D.

A9081C (31/01/92) Government Smoking Policy

This clause is cancelled effective 25/05/01.

A9082C (31/01/92) Replacement of Personnel

Effective 31/03/95, this clause is superseded by A7017D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. A bidders' conference should be called when it is required to ensure that bidders fully understand the technical, operational and performance specifications and/or the full extent of the financial, security and other contractual obligations related to the bid solicitation. Bidders' conferences are optional only.

A9083T (14/05/04) Bidders' Conference

A bidders' conference will be held at _____ (Insert address) on _____ (Insert date). The conference will begin at _____ (Insert time), in _____ (Insert location) meeting room. Bidders who do not attend are not precluded from submitting a bid.

Bidders are requested to communicate with the Contracting Authority prior to the bidders' conference to confirm attendance. Bidders are to provide the Contracting Authority, in writing, the names of their representative(s) who will be attending and a list of issues that they wish to table no later than _____ working days prior to the scheduled bidders' conference.

A - Instructions to Bidders / Contractors

Bidders, or their representative(s), are requested to attend this conference during which the requirements outlined in this bid solicitation document will be reviewed and any questions will be answered. In order to fully understand the scope of the requirement, it is recommended that bidders who intend submitting a bid attend or send a representative.

Bidders are advised that any clarifications or changes resulting from the bidders' conference shall be included as an amendment to the bid solicitation document.

A9083T (25/05/01) Bidders' Conference

Effective 14/05/04, this clause is superseded by A9083T.

A9084C (01/08/92) Extension of Charter

This clause is cancelled effective 29/10/93.

A9084C (31/01/92) Extension of Charter

Effective 01/08/92, this clause is superseded by A9084C.

A9085C (31/01/92) Subcontracting

This clause is cancelled effective 01/08/92.

A9085T (01/08/92) Telex/Fascimile Proposal

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

A9085T (31/01/92) Telex/Fascimile Proposal

Effective 01/08/92, this clause is superseded by A9085T.

A9086T (01/08/92) Telex/Fascimile Proposal

This clause is cancelled effective 29/10/93.

A9086T (31/01/92) Telex/Fascimile Proposal

Effective 01/08/92, this clause is superseded by A9086T.

A9087D (31/01/92) Meetings

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9088D (29/10/93) Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

A9088D (31/01/92) Safety Regulations and Labour Codes

Effective 29/10/93, this clause is superseded by A9088D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause when form PWGSC-TPSGC 1137, Application for Permission to Subcontract, is required.

A - Instructions to Bidders / Contractors

A9089C (13/12/02) Subcontract - Permission to

When consent is required to subcontract a portion of the work, the Contractor shall submit to the Contracting Authority a completed "Application for Permission to Subcontract", form PWGSC-TPSGC 1137. (The French version, "*Demande d'autorisation de sous-traiter*", form PWGSC-TPSGC 1137-1, is also available.)

A9089C (31/03/95) Subcontract - Permission to

Effective 13/12/02, this clause is superseded by A9089C.

A9090C (16/02/98) Prior Rights and Obligations

This clause is cancelled effective 10/06/05.

A9091T (01/06/91) Form of Bidding

This clause is cancelled effective 29/10/93.

A9092C (31/03/95) Precontractual Work - Authorized

This clause is cancelled effective 15/09/97.

A9092D (31/01/92) Boundaries of National Capital Region

Effective 01/12/92, this clause is superseded by M0021D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A - Instructions to Bidders / Contractors

A9093D (25/05/01) Workers' Compensation

A - Instructions to Bidders / Contractors

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

A9093D (01/12/00) Workers' Compensation

Effective 25/05/01, this clause is superseded by A9093D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a proposed contractor has started work at its own risk without the authorization of a government official, prior to contract authorization, and the work has not been completed. This will ensure that the work done prior to the contract date will be covered by the contract.

If the work has been completed, the contracting officer must request that a confirming order be prepared by legal counsel.

The second paragraph is to be deleted if the client department does not wish to retain the rights to the intellectual property. In addition, add clause C0210C to the Basis of Payment.

A9094C (10/06/05) Precontractual Work - Not Authorized

1. In order to meet its obligations set forth in this Contract, it is recognized by the Parties that the Contractor, as of _____, has started the Work required pursuant to this Contract prior to the effective date of this Contract (Pre-contractual Work) and has incurred certain costs directly related to the Work which, if they had been incurred after such date, would have been otherwise treated as costs reasonably and properly incurred by the Contractor in the performance of this Contract. Inasmuch as the incurring of these costs was necessary to comply with the terms of this Contract, such cost shall be treated as costs reasonably and properly incurred by the Contractor in performance of this Contract. The Contractor agrees that upon such payment by Canada to the Contractor, Canada shall be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work. The Contractor further agrees to complete the Work in accordance with the terms and conditions of this Contract.
 2. The Parties hereby confirm that copyright in the Pre-contractual Work shall vest and remain in Canada and that ownership of all intellectual property rights in all information of a scientific, technical or artistic nature relating to the Work, in any form or medium, conceived, developed or produced by the Contractor in the performance of the Pre-contractual Work shall vest and remain in Canada.
-

A9094C (16/02/98) Precontractual Work - Not Authorized

Effective 10/06/05, this clause is superseded by A9094C.

A - Instructions to Bidders / Contractors

A9095C (31/03/95) Precontractual Work - Ongoing Services

This clause is cancelled effective 15/09/97.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9096T (01/05/96) Validity of Bid

1. It is requested that proposals submitted in response to this Request for Proposal (RFP) be:
 - (a) valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
 - (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
 - (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9097T (01/05/96) Certification of Compliance

1. The Bidder is requested to provide a certification that clearly indicates the Bidder's compliance with all the articles, clauses, terms and conditions contained in Section "_____" of this document and the Statement of Work, or referenced in this Request For Proposal.
 2. On a clause-by-clause basis, please provide one of the following two responses:
 - (a) **COMPLIANT** - indicates willingness to comply with or accept this clause or terms and conditions in all respects; no further explanation is necessary; OR
 - (b) **NON-COMPLIANT** - the Bidder is to specifically indicate all areas with which it will not comply or specify terms and conditions which it would propose as substitutes for those specified.
 3. Words such as "Comply with Intent", "Understood", or the like are inadmissible and shall result in the proposal being removed from further consideration.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9098T (01/05/96) Education / Experience - Certification

By signing the first page of this Request for Proposal, the Bidder certifies that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and the Bidder is aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-responsive or in other action which Canada may consider appropriate.

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9099T (01/05/96) Information to Assess

1. Specifically, the Evaluation Team shall use the following information to assess proposals:
 - (a) All information provided in, and documentation provided with, the proposal which is relevant to the stated evaluation criteria.
 - (b) Information obtained from reference checks conducted by the Evaluation Team.
 - (c) Additional supporting or supplementary data which might be requested and provided during the evaluation process.
 - (d) Information obtained in interview with proposed personnel if conducted during the evaluation process.
-
-

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive bid solicitations.

A9100T (01/12/00) Vendor Performance

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("*Frauds on the government*" & "*Contractor subscribing to election fund*"), 124 ("*Selling or purchasing office*"), or 418 ("*Selling defective stores to Her Majesty*") of the Criminal Code; or
 - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
 - (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the Government of Canada
 - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

A - Instructions to Bidders / Contractors

2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.
-

A9100T (12/05/00) Vendor Performance

Effective 01/12/00, this clause is superseded by A9100T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9101T (01/05/96) Evaluation Team

The Evaluation Team reserves the right to interview, at the sole cost of the Bidder, any or all of the resources proposed to fulfil the requirement, at a site selected by Canada, on 48 hours notice, contact any or all of the references supplied, and request supporting or supplementary data. The Bidder warrants that supporting data shall be made available upon request and within a time frame acceptable to the Evaluation Team.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.

A9102T (01/05/96) Technical Proposal

TECHNICAL proposals received will be assessed separately against the evaluation criteria identified herein for the total requirement of this Request for Proposal.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for all competitive bid solicitations where the potential contractor may be a Former Public Servant in receipt of a Lump Sum Payment (see Supply Manual procedure 6D.482). This clause is to used in conjunction with clause A9105C and A9106T.

A9103T (01/12/00) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:
 - (a) date and amount of lump sum payment incentive;
 - (b) terms and conditions of the lump sum payment incentive (including termination date);
 - (c) rate of pay on which the lump sum payment was based;
 - (d) whether or not the \$5,000 exemption has been reached.
2. In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.

A - Instructions to Bidders / Contractors

3. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.
4. For the purposes of this solicitation, former public servants is defined as:
 - (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a major interest in the entity.
5. The information specified must be provided with, and be attached to the bid, and must be provided on, or before, bid closing. Failure to meet this condition of bidding will render the bid non-responsive.

A9103T (15/09/97) Work Force Reduction Programs

Effective 01/12/00, this clause is superseded by A9103T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause for all non-competitive bid solicitations where the potential contractor may be a Former Public Servant in receipt of a Lump Sum Payment (see Supply Manual 6D.482). This clause is to used in conjunction with clause A9105C and A9106T.

A9104T (01/12/00) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:
 - (a) date and amount of lump sum payment incentive;
 - (b) terms and conditions of the lump sum payment incentive (including termination date);
 - (c) rate of pay on which the lump sum payment was based;
 - (d) whether or not the \$5,000 exemption has been reached.
2. In the event that a Contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract.
3. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more contracts during the period covered by the lump sum payment.
4. For the purposes of this solicitation, former public servants is defined as:
 - (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or

A - Instructions to Bidders / Contractors

- (d) a sole proprietorship or entity where the affected individual has a major interest in the entity.
- 5. Former public servants in receipt of a pension will additionally be subject to a contract fee reduction, in accordance with the Post-Employment Guidelines, following completion of the period covered by the lump sum payment.
- 6. The information specified must be provided with, and be attached to the bid, and must be provided on, or before, bid closing. Failure to meet this condition of bidding will render the bid non-responsive.

A9104T (15/09/97) Work Force Reduction Programs

Effective 01/12/00, this clause is superseded by A9104T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where clauses A9103T or A9104T and clause A9106T were used.

A9105C (15/12/95) Work Force Reduction Programs

- 1. It is a term of this contract:
 - (a) that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
 - (b) that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
 - (c) that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.
- 2. The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation to enter into this Contract. Such representation may be verified in such manner as the Minister may reasonably require.
- 3. The Contractor acknowledges that in the event of a breach of such covenant, the Minister shall have the right to rescind the Contract.
- 4. Nothing in this clause shall be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause with either clause A9103T or A9104T.

A9106T (23/11/98) Work Force Reduction Program - Details

1. In accordance with the requirements of clause _____ (specify A9103T or A9104T), bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board.

2. All bidders shall indicate their status by checking the applicable line and sign the certification below. Bids that are subject to the Work Force Reduction Program (s), shall also include the specified details. Failure to indicate the status will be considered as having not met this requirement and will render the bid non-responsive.

() This bid (is not) subject to the Work Force Reduction Program(s).

() This bid (is) subject to the Work Force Reduction Program(s).

Name of Contractor: _____

Terms and Conditions of the Lump Sum Payment Incentive - copy attached: _____

Date of Termination of Employment as a Public Servant: _____

Amount of Lump Sum Payment: \$ _____

Rate of Pay on which Lump Sum Payment is based: \$ _____ /Week

Period of Lump Sum Payment:

Start Date: _____ Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$ _____
_____	\$ _____
_____	\$ _____
	Total: \$ _____

(Signature)

(Date)

A9106T (16/02/98) Work Force Reduction Program - Details

Effective 23/11/98, this clause is superseded by A9106T.

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause for civil employment of military personnel.

A9107T (10/06/05) Civil Employment of Military Personnel

1. Article 19.42 of the Queen's Regulations and Orders for the Canadian Forces is reproduced below:

"19.42 CIVIL EMPLOYMENT

1. Subject to paragraph (3), no officer or non-commissioned member on full-time service shall engage in any civil employment or undertaking that in the opinion of the member's commanding officer:
- (a) is or is likely to be detrimental to the interests of the Canadian Forces;
 - (b) reflects or is likely to reflect discredit upon the Canadian Forces; or
 - (c) in the case of members of the Regular Force, is continuous.
2. No officer or non-commissioned member on full-time service shall authorize the use of the member's name or photograph in connection with a commercial product, except so far as the member's name may be part of a firm name.
3. Except that an officer or non-commissioned member shall not engage in any civil employment or undertaking that reflects or is likely to reflect discredit upon the Canadian Forces, this article does not apply to a member who is:
- (a) on leave immediately preceding release; or
 - (b) on leave without pay."
2. It is **mandatory** that bidders disclose the military employment status of all individuals proposed. Every individual proposed that is on full-time service with the Canadian Forces **must**, without exception, have included, as part of his or her résumé, a written clearance from the individual's commanding officer which contains a date as to when that individual will be available to provide the services specified herein. This written clearance must not be dated more than ninety (90) days prior to the Request for Proposal closing date. Any résumé provided that require the aforesaid written clearance and date of availability that fail to do so, will not be considered.

A9107T (30/05/03) Civil Employment - Military Personnel

Effective 10/06/05, this clause is superseded by A9107T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this clause in all bid solicitations processed through the Automated Buyers Environment (ABE), since ABE contains an edit that prevents the release of a contract to a Canadian supplier that does not have a Procurement Business Number.

A - Instructions to Bidders / Contractors

A9109T (10/06/05) Procurement Business Number

1. For procurement purposes, Canada uses a unique Procurement Business Number (PBN) to identify a supplier and its branches, divisions, or offices, where appropriate. The PBN is created using the entity's Canada Revenue Agency Business Number.
2. All Canadian suppliers are required to have a PBN prior to contract award in order to receive a Public Works and Government Services Canada (PWGSC) contract. In exceptional circumstances, PWGSC may decide to award, at its own discretion, a contract to a supplier without a PBN. Non-Canadian suppliers are strongly encouraged to obtain a PBN.
3. Suppliers may register for a PBN in the Supplier Registration Information (SRI) service on line at the Contracts Canada Internet site at: <http://contractscanada.gc.ca>. In order for suppliers to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.
4. For non-Internet registration, suppliers may contact the Contracts Canada InfoLine at 1-800-811-1148, or at (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

A9109T (10/12/04) Procurement Business Number

Effective 10/06/05, this clause is superseded by A9109T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the procurement is being set aside under the Land Claims Set-Aside Policy. Ensure that the applicable trade agreement(s) is identified in the clause.

A9110T (16/12/05) Land Claims Set-aside

This procurement is set aside pursuant to _____ [*Insert applicable agreement(s)*]:

the North American Free Trade Agreement (NAFTA), Annex 1001.2b, Article 1(d);

the World Trade Organization Agreement on Government Procurement (WTO-AGP), Appendix I, article 1(d); and/or

the Agreement on Internal Trade (AIT), Article 1802.

A - Instructions to Bidders / Contractors

A9110T (10/06/05) Land Claims Set-aside

Effective 16/12/05, this clause is superseded by A9110T.

A9115D (30/05/03) T1204 Government Service Contract Payments

This clause is cancelled effective 10/12/04.

A9115D (13/12/02) T1204 Government Service Contract Payments

Effective 30/05/03, this clause is superseded by A9115D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in procurement involving applicable service requirements (such as transportation and telecommunications; advertising services; professional and special services; and purchase repair and maintenance), if the service component is \$500 or more in the calendar year, as well as procurement involving a mix of goods and services. This includes contracts or standing offers with Canadians undertaking government work abroad, and whenever the client department wishes to receive the contractor information directly, following contract award.

NOTE: The contracting officer to insert contact and address specified by the client department.

A9116D (10/06/05) T1204 - Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204, Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor shall provide the following information within _____ calendar days from date of contract award:
 - (a) the legal name of the business entity or sole proprietorship, as applicable, i.e. the legal name associated with the Business Number (BN) or Social Insurance Number (SIN), as well as the address and the postal code;
 - (b) the type of entity, i.e. corporation, partnership, sole proprietorship, or joint venture;

A - Instructions to Bidders / Contractors

- (c) the BN if the entity is a corporation or partnership; the SIN if the entity is a sole proprietorship;
 - (i) if the entity is a partnership and does not have a BN, then the partner who has signed the contract must provide its SIN.
 - (ii) if the entity is a joint venture, then the BN of all contractors comprising the joint venture that will receive payment (SIN for applicable contractor(s) without a BN).
- (d) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided in (a), (b) and (c) above, and that it is correct and complete, and fully discloses the identification of this Contractor."

- 3. The information is to be forwarded to the contact and address specified below, and where the required information includes a SIN, such information should be provided in an envelope marked "PROTECTED".

Contact: _____
Address: _____

A9116D (10/12/04) T1204 - Information Reporting by Contractor

Effective 10/06/05, this clause is superseded by A9116D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in procurements involving applicable service requirements (such as transportation and telecommunications; advertising services; professional and special services; and purchase repair and maintenance), if the service component is \$500 or more in the calendar year, as well as procurements involving a mix of goods and services. This includes contracts or standing offers with Canadians undertaking government work abroad, and whenever the client department wishes to contact the Contractor directly to obtain the required information.

A9117D (10/12/04) T1204 - Direct Request by Customer Department

- 1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor shall provide Canada Revenue Agency its Business Number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

A - Instructions to Bidders / Contractors

A9117D (14/05/04) T1204 Information - Direct Request by Customer Department

Effective 10/12/04, this clause is superseded by A9117D.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a proposed contractor has started work with the authorization of a government official, prior to contract authorization, and the work has not been completed. This will ensure that the work done prior to the contract date will be covered by the contract.

If the work has been completed, the contracting officer must request that a confirming order be prepared by legal counsel.

The second paragraph is to be deleted if the client department does not wish to retain the rights to the intellectual property. In addition, add clause C0210C to the Basis of Payment.

A9120C (10/06/05) Pre-contractual work - Authorized

Canada and the Contractor acknowledge that, as of _____, the Contractor, with the consent of _____ (*Insert the client department's name*) and without a written contract, started the Work required pursuant to this Contract. Canada hereby confirms its obligation to pay the Contractor in accordance with the Basis of Payment of this Contract in consideration for the Work performed prior to the effective date of this Contract (Pre-contractual Work). The Contractor agrees that upon such payment by Canada to the Contractor, Canada shall be released and forever discharged from all manner of actions, claims, suits or demands in relation to Pre-contractual Work. The Contractor further agrees to complete the Work in accordance with the terms and conditions of this Contract.

The Parties hereby confirm that copyright in the Pre-contractual Work shall vest and remain in Canada and that ownership of all intellectual property rights in all information of a scientific, technical or artistic nature relating to the Work, in any form or medium, conceived, developed or produced by the Contractor in the performance of the Pre-contractual Work shall vest and remain in Canada.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. The contracting officer should use discretion, but it is recommended that this clause be used when the Work will not exceed four months. This clause is generally used in, but not limited to, marine solicitations.

A9125T (10/06/05) Valid Labour Agreement

Where the Bidder has a labour agreement, or other suitable instrument, in place with its unionized labour, it shall be valid for the proposed period of any resulting contract. Documentary evidence of that agreement must be provided on or before bid closing date.

A - Instructions to Bidders / Contractors

A9125T (10/12/04) Valid Labour Agreement

Effective 10/06/05, this clause is superseded by A9125T.

A9130D (24/05/02) Controlled Goods - Access

Effective 12/12/03, this clause is superseded by A9130T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations when there is production of or access to controlled goods.

A9130T (10/12/04) Controlled Goods

1. As the resulting contract will require the production of or access to controlled goods that are subject to the *Defence Production Act*, bidders are hereby advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the GCP are available at: <http://www.cgp.gc.ca>, and registration is carried out as follows:
 - (a) When the bid solicitation document includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP prior to receiving the bid solicitation document. Requests for technical data packages or specifications related to the controlled goods should be made in writing to the Contracting Authority identified herein and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and any other person to whom the Bidder will give access to the controlled goods.
 - (b) When the bid solicitation document does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the potential contractor and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP prior to examining, possessing or transferring controlled goods.
 - (c) When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor shall, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods shall be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any

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subcontractor are registered, exempt, or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, shall be a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

A9130T (14/05/04) Controlled Goods

Effective 10/12/04, this clause is superseded by A9130T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when there is production of or access to controlled goods.

A9131C (10/12/04) Controlled Goods

1. As this Contract requires production of or access to controlled goods that are subject to the *Defence Production Act*, the Contractor and any subcontractor are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://www.cgp.gc.ca>.

2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor shall, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods shall be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, shall be a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract

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and in any event for so long as they will examine, possess or transfer controlled goods.

A9131C (12/12/03) Controlled Goods

Effective 10/12/04, this clause is superseded by A9131C.

A9131D (24/05/02) Controlled Goods - Production

Effective 12/12/03, this clause is superseded by A9131C.
