# **Section 5**

**M** - Standing Offers

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in standing offers in conjunction with clauses K0000D, M0000T and M0100D.

# M0000C (16/12/05) Standard Clauses and Conditions - Standing Offers

All clauses and conditions identified in the Standing Offer (SO) 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 at: 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 SO by title, number and date are incorporated by reference into and form part of the SO and any resulting contract as though expressly set out in the SO and any resulting contract.

# M0000C (10/06/05) Instructions, Conditions and Clauses - Standing Offer

Effective 16/12/05, this clause is superseded by M0000C.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in Requests for a Standing Offer in conjunction with clauses K0000D, M0000C and M0100D.

#### M0000T (16/12/05) Standard Instructions, Clauses and Conditions - Requests for a Standing Offer

All instructions, clauses and conditions identified in the Request for a Standing Offer (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the terms and conditions of the resulting standing offer and any contract resulting from the standing offer.

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the instructions, clauses and conditions identified in the RFSO and resulting standing offer by title, number, and date are incorporated by reference into and form part of the RFSO, the resulting standing offer and any contract resulting from the Standing Offer as though expressly set out in the RFSO, the resulting standing standing offer and any contract resulting from the Standing from the Standing Offer.

M0000T(10/06/05)Instructions, Conditions and Clauses - Request for a Standing OfferEffective 16/12/05, this clause is superseded by M0000T.

M0001D (01/06/91) Call-Up Form

This clause is cancelled effective 31/03/95.

M0002D (01/06/91) Call-up Form

This clause is cancelled effective 31/03/95.

M0003D (01/06/91) Reference to the Word "Contract"

This clause is cancelled effective 31/03/95.

M0004T (01/08/92) Nature of Document

This clause is cancelled effective 31/03/95.

M0005T (31/01/92) Nature of Documents

This clause is cancelled effective 31/03/95.

M0006T (31/03/95) Enquiries - Solicitation Stage

Effective 13/12/02, this clause is superseded by A0012T.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in bid solicitations covering professional services requirements.

# M0007T (15/06/98) Presentation of Offers

# [\*\* DELETE ALL LINES WITHIN ASTERISKS [\*\*] AS WELL AS THIS INSTRUCTION, WHEN ALL EDITS ARE COMPLETE\*\*]

Offerors are required to provide three (3) copies of their offer in two separate parts, as follows:

- Technical Offer
- Proposed Basis of Payment

### RULES FOR TECHNICAL PROPOSAL

Your technical proposal should address each of the following elements in the order in which they appear below.

#### 1. Mandatory Requirement

# [\*\*THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE MANDATORY\*\*]

#### 2. Requirements Subject to Point Rating

#### [\*\*THE CONTRACTING OFFICER IS TO GROUP UNDER THIS HEADING THOSE OF THE FOLLOWING REQUIREMENTS THAT ARE SUBJECT TO POINT RATING, MAKING SURE THAT THE SCORING METHOD FOR EACH IS INCLUDED IN THE SOLICITATION\*\*]

### REQUIREMENTS

### 1. Proposed Personnel:

### [\*\* INCLUDE THE FOLLOWING IF MANDATORY\*\*]

The proposed project team must include the following categories of personnel, as a minimum:

- (a) The proposed \_\_\_\_\_ must have a \_\_\_\_\_ (degree, certificate, etc).
- (b) The proposed \_\_\_\_\_ must have a minimum of \_\_\_\_\_ years experience in \_\_\_\_\_.
- (c) The personnel proposed must have participated in \_\_\_\_\_ projects similar in scope to this requirement.

### [\*\*INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING\*\*]

- (a) Specify educational attainments possessed by \_\_\_\_\_.
- (b) Specify number of years of experience in \_\_\_\_\_ possessed by \_\_\_\_\_.
- (c) Specify number of projects similar in scope to this requirement in which \_\_\_\_\_ has acted in a comparable capacity.

# [\*\*THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE\*\*]

In order to demonstrate that the proposed personnel possess the qualifications specified above, Offerors (should/must) provide:

(a) Detailed résumés for each person proposed stating the individual's education, work history and other relevant details, which clearly indicate that the individual meets the

qualifications. Failure to provide sufficient details may result in your offer being evaluated as non-responsive.

(b) A list of relevant projects, including a brief description of the project, the responsibilities of each of the personnel proposed, the project duration, the dollar value and the client from whom the work was done.

The following certification MUST form part of any offer:

# CERTIFICATION

"We hereby certify that all the information provided in the attached résumés and supporting material, particularly as this information pertains to education achievements, experience and work history, has been verified by us to be true and accurate. We further certify that, should we be awarded a contract, the personnel proposed will be available to perform the tasks described herein, as and when required by the Project Authority."

Signature of Authorized Company Official

Date

# 2. Firm's experience and expertise

# [\*\* INCLUDE THE FOLLOWING IF MANDATORY\*\*]

The firm must have completed \_\_\_\_\_ projects similar in scope to the requirement defined herein.

# [\*\*INCLUDE THE FOLLOWING IF SUBJECT TO POINT RATING\*\*]

State the number of projects similar in scope to the requirement defined herein: \_\_\_\_\_ projects

# [\*\*THE FOLLOWING MUST ACCOMPANY THE ABOVE TEXT, WHETHER MANDATORY OR OTHERWISE\*\*]

In order to demonstrate that the firm possesses the required qualifications, Offerors (should/must) provide a list of relevant projects completed, including a brief description of each project, the responsibilities of the firm, the project duration, the dollar value and the client for whom the work was performed.

### 3. Approach and methodology

# [\*\*THIS REQUIREMENT IS ALWAYS SUBJECT TO A POINT RATING AND MUST BE INCLUDED IN THE SOLICITATION\*\*]

This section must outline the comprehensive approach to be followed in completing all aspects of the Scope of Work. A detailed work plan, outlining the methodology, specific activities planned, the timing and associated level of effort by labour category or individual, must be provided for each task specified under the Scope of Work. Sufficient detail is to be provided to allow a complete understanding of how the work is to be carried out. The team organization and the responsibilities of each team member must also be described.

The information provided in an offer will also be used to assess the Offeror's understanding of the problems and objectives of this requirement.

### 4. Corporate Name

# [\*\* THIS REQUIREMENT IS ALWAYS MANDATORY FOR AN OFFEROR WHO IS INCORPORATED\*\*]

The offer must contain a statement giving the date and jurisdiction under which the Offeror was legally incorporated and the current percentage of Canadian ownership.

# **M** - Standing Offers

M0007T	(31/03/95)	Presentation of Offers
Effective 15	/06/98, this clause	e is superseded by M0007T.
M0008T	(01/12/92)	Basis of Selection
Effective 31	/03/95, this clause	e is superseded by A0265T, A0270T.
М0009Т	(01/12/92)	Basis of Selection of Carrier
Effective 31	/03/95, this clause	e is superseded by A0031T.
M0010T	(01/12/92)	Technical Proposal
This clause	is cancelled effect	tive 31/03/95.
Remarks: \	Jse this clause to	determine the capabilities of the offeror for evaluation purposes.
M0011T	(31/03/95)	Facility Evaluation
status, to de	etermine if thev are	te purpose of evaluating their offer, representatives of Canada may ry, a survey of their facilities, their technical capabilities, and their financial e adequate to ensure the proper performance of any work described herein. make their facilities available for this purpose.

M0011T (01/12/92) Facility Evaluation

Effective 31/03/95, this clause is superseded by M0011T.

M0012T	(01/12/92)	Offer Cost
This clause i	is cancelled effect	tive 31/03/95.
M0013C	(01/12/92)	Authorities
Effective 31/	/03/95, this clause	e is superseded by M0015D.
M0014C	(01/12/92)	Authorities
Effective 31/	03/95, this clause	is superseded by M0015D.
Remarks: T clause to ide	HIS CLAUSE IS T entify the contracti	<b>O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.</b> Use this ng officer in the solicitation and the resulting standing offer documents.
M0015D	(31/03/95)	Contracting Authority
The Contrac	ting Authority for	this Standing Offer is:
Name: Title: Organizatior Address:	ו:	
The Contrac and any con	ting Authority is re tractual issues rel	esponsible for the establishment of the Standing Offer, its administration, ating to individual call-ups.
M0015D	(01/12/92)	Administrative Authority
Effective 31/	03/95, this clause	e is superseded by M0015D.

M0016D (01/12/92) Services to be Provided

This clause is cancelled effective 31/03/95.

M0017T (01/12/92) Bidders' Conference

Effective 31/03/95, this clause is superseded by A9083T.

Remarks: Use this clause for security guard services.

# M0018D (01/12/00) Post Orders

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

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

M0018D (31/03/95) Post Orders

Effective 10/12/00, this clause is superseded by M0018D.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use this clause in full text in Request for a Standing Offer documents.

### M0019T (25/05/01) Rates for Standing Offers

The Offeror is required to provide the firm rates that will apply for the entire period provided for in the Standing Offer.

M0019T (15/12/95) Rates for Subsequent Periods

Effective 25/05/01, this clause is superseded by M0019T.

M0020C (01/12/92) Classification, Vendors

This clause is cancelled effective 31/03/95.

M0021D (01/12/92) Boundaries of National Capital Region

This clause is cancelled effective 31/03/95.

**Remarks:** Use this clause in all Request for a Standing Offer and in all Standing Offer and Call-up Authority documents, when the client has confirmed that any contract resulting from the Standing Offer will be a defence contract as defined the *Defence Production Act*.

### M0022D (10/06/05) Defence Contract

Any contract resulting from the Standing Offer is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c.D-1, and must be governed accordingly.

M0022D (01/05/96) Defence Contract

Effective 10/06/05, this clause is superseded by M0022D.

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

M0023C (14/05/04) Applicable Laws

This Standing Offer and any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in \_\_\_\_\_.

M0023C (30/10/96) Applicable Laws

Effective 14/05/04, this clause is superseded by M0023C.

**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 standing offer and any resulting contract. The offeror will be instructed to propose any change to applicable provincial or territorial law in its formal offer.

# M0023T (10/12/04) Applicable Laws

- 1. Any standing offer authorized for use pursuant to this Request for Standing Offer and any resulting contract shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in \_\_\_\_\_.
- 2. The Offeror may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its offer, 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 the applicable laws specified are acceptable to the Offeror.

M0023T (14/05/04) Applicable Laws

Effective 10/12/04, this clause is superseded by M0023T.

**Remarks:** Use the following in all standing offer documents where clause M0090T was used.

M0090C (15/09/97) Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices by Canada, and further agrees that it shall have no right to claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

Remarks: Use the following clause in all requests for standing offers for goods and services.

### M0090T (15/09/97) Disclosure of Information

In the event of a resultant standing offer, the Offeror agrees to the disclosure of its unit prices by Canada, and further agrees that it shall have no right of claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in Requests for a Standing Offer (RFSO) and in Standing Offer and Call-up Authority (SOCA) documents in conjunction with:

- (i) either clause M0000T or M0000C, as appropriate, to incorporate by reference 9403-6, Standard Instructions and Conditions Standing Offers; and
- (ii) K0000D to incorporate by reference the general conditions and, if any, supplemental general conditions.

It is suggested that this clause be inserted in the RFSO or SOCA immediately after clause M0000T or M0000C.

# M0100D (16/12/05) Standard Instructions and Conditions - Standing Offers

9403-6 (\_\_\_\_\_\_) (*Insert the date)*, Standard Instructions and Conditions - Standing Offers, are incorporated by reference into and form part of this document.

M1000T (01/06/91) Potential Utilization

This clause is cancelled effective 31/03/95.

M1001T (01/06/91) Resulting Contracts

This clause is cancelled effective 31/03/95.

M1002D (01/06/91) Identified User

This clause is cancelled effective 31/03/95.

M1003D (01/06/91) Identified User

Remarks: T	HIS CLAUSE IS T	O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
M1100D	(31/03/95)	Service Site Authority
The Service	Site Authority for	the Standing Offer is, or their delegated representative.
M1100D	(01/06/91)	Service Site Authority
Effective 31/	/03/95, this clause	e is superseded by M1100D.
M1200D	(01/06/91)	Returns and Refunds
	is cancelled effec	tive 31/03/95.
M1300D	(01/06/91)	Request for a Standing Offer
This clause	is cancelled effec	tive 31/03/95.
M1302D	(31/03/95)	Standing Offers (Multiple)
Effective 21/	/06/99, this clause	e is superseded by M1302T.
Remarks: T clause when for a Standir	n it is anticipated t	<b>O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.</b> Use this hat more than one Standing Offer will be issued as a result of the Request
M1302T	(21/06/99)	Standing offers (Multiple)
It is anticipat Request for	ted that Standing Offer.	anding Offers with a total dollar value of \$ may result from this

M1303D (31/01/92) Request For a Standing Offer

This clause is cancelled effective 31/03/95.

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

M1500D (31/03/95) Offeror's Personnel

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

M1500D (01/06/91) Proposer's Personnel

Effective 31/03/95, this clause is superseded by M1500D.

### M1501D (03/02/97) Personnel Provided - Qualification

It is understood and agreed that personnel will not be assigned in response to call-ups unless they have been skill-tested by the Offeror. All temporary personnel supplied shall meet the applicable minimum selection standards in the latest issue of the Department of Public Works and Government Services "Catalogue of Temporary Employee Classification Descriptions," which standards are incorporated into this document as if set out in full herein and a copy of which the Offeror acknowledges to have received and read.

M1501D (15/12/95) Personnel Provided - Qualification

Effective 03/02/97, this clause is superseded by M1501D.

# **M** - Standing Offers

M1502D (01/06/91) Personnel, Assignment of Effective 15/12/95, this clause is superseded by M1501D. M1600D (01/06/91) **Employee Deductions** This clause is cancelled effective 31/03/95. M1700D (01/06/91) Supplier Profile, Changes to This clause is cancelled effective 31/03/95. M1701D (01/06/91) **Documents to be Provided** This clause is cancelled effective 31/03/95. M1800D (01/06/91) Invoicing This clause is cancelled effective 31/03/95. M1801D (01/06/91) Invoices This clause is cancelled effective 31/03/95. M1802D (01/06/91) Invoicing

M1804D (31/01/92) Invoicing

This clause is cancelled effective 31/03/95.

M1900D (01/06/91) Call-Up Procedures

This clause is cancelled effective 31/03/95.

M1901D (01/06/91) Call-up Procedures

This clause is cancelled effective 31/03/95.

M1902D (01/06/91) Call-up Procedures

This clause is cancelled effective 31/03/95.

M1903D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

Only one invoice will be issued per call-up. Call-ups issued using form PWGSC-TPSGC 944 are not, under any circumstances, to be issued in order to prevent competition.

The purpose of form PWGSC-TPSGC 944 is to allow an identified user to issue a single call-up against various standing offers (not to exceed \$40,000) to a single supplier who is the authorized agent of different offerors, when those offerors each hold a valid standing offer with Canada for identified goods.

**Remarks:** Use the following clause in all Requests for a Standing Offer where form PWGSC-TPSGC 944, Call-up Against Multiple Standing Offers, (*french version is also available - PWGSC-TPSGC 945*) is to be used as a call-up document in addition to the current PWGSC-TPSGC 942, Call-Up Against a Standing Offer. Should an offeror not agree that its agent may represent the holder of a standing offer other than itself and that its prices may appear on a multiple call-up form, then the clause should not be included in any subsequent standing offer and call-up authority for that offer.

### M1904D (30/05/03) Standing Offers (Multiple)

- 1. The Offeror agrees and accepts that its agent(s) listed on this Standing Offer may represent the holder of a Standing Offer other than itself. The Offeror further agrees and accepts that its prices, along with those prices offered by those other offerors, will appear on the multiple call-up form, thereby making the prices specified public information.
- 2. The Offeror agrees to the disclosure of its prices and further agrees that it shall have no right to claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure. The Offeror shall also indemnify Canada, the Minister, the Identified User, their employees, agent or servants, and any of them, against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
- 3. The Offeror is responsible for delivery in the event of default by the agent for those products only that are normally offered by the Offeror.
- 4. The Identified User agrees that if the agent defaults on one or more items, the call-up using PWGSC-TPSGC 944, Call-Up Against Multiple Standing Offers, cannot be terminated in whole, but only for those portions relating to goods or services specified in the particular Standing Offer to which the default relates and only after the Offeror has been provided with a reasonable opportunity to remedy the default.

# M1904D (15/06/98) Standing Offers (Multiple)

Effective 30/05/03, this clause is superseded by M1904D.

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

# M1910T (13/12/02) Electronic Purchasing

- 1. The Standing Offer that will be authorized pursuant to this solicitation can be listed on epurchasing, which is a web-based desk top purchasing system provided to Federal Government Departments.
- 2. While not obligated to agree to have their products/prices listed on e-purchasing, Offerors are strongly encouraged to do so as this is the direction that the Federal Government may be taking in the future. Further, it will increase the visibility of the successful Offeror's catalogued products.
- 3. The Offeror's decision to agree or decline to list its products on e-purchasing will not affect the evaluation of its proposal or the authorization of a Standing Offer pursuant to this solicitation.
- 4. If the Offeror is interested in having its Standing Offer on e-purchasing, it can obtain a copy of the setup requirements by faxing a request to the Public Works and Government Services Canada (PWGSC) Contracting Authority indicated on the front page of this solicitation, at fax number \_\_\_\_\_. The Offeror should also:
  - (a) indicate, below, its interest in listing its catalogue (products/prices) on e-purchasing:

Interested: YES NO

 (b) identify its capability to load the standing offer products on a file layout in either Excel or Lotus 123 in bilingual format (a sample layout will be provided by PWGSC upon request);

# **M** - Standing Offers

	(c)	indicate in which software the catalogue (products/prices) can be loaded:				
		Excel:	YES	NO	and/or	
		Lotus 123:	YES	NO	; and	
(d)		indicate if green	products are ea	asily ide	ntifiable:	
		Green products	are highlighted:	YES	_ NO_	
		Green products	can be highlight	ted:	YES	NO
5.		t Name: Number:()		_		

# M2000D (15/12/95) Temporary Help Services

The Offeror shall provide Canada with Temporary Help Services in accordance with Canadian General Standards Board standard CAN/CGSB-168.1 and the provisions of the Standing Offer. Services requested and requisitioned by individual departments and agencies shall include:

### **Professional Category**

101.LS Librarians

### Administrative Category

201.IS	Information Services Personnel
202.AS	Administrative Services
203.PM	Program Administration Personnel

# **Technical Category**

301.DDDrafting and Illustrating Personnel302.EG-ESSEngineering and Scientific Personnel303.SILibrary Technicians304.ELElectronics

# **Operational Category**

501.GL-ELE	General Labourers and Trades Helper
502.GS-STS	Stores Services Personnel

# M2000D (01/06/91) Temporary Help Services

Effective 15/12/95, this clause is superseded by M2000D.

M2001D (15/12/95) **Estimated Utilization - Standing Offer** Effective 13/12/99, this clause is superseded by M2001T. Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. M2001T (13/12/99) **Estimated Utilization - Standing Offer** It is currently estimated that the total amount that could be called up by Canada against the proposed standing offers would be \$\_\_\_\_. M2002D (01/06/91)**Estimated Utilization - Standing Offer** This clause is cancelled effective 31/03/95. M2003D (01/06/91)**Fire Extinguisher Service** This clause is cancelled effective 31/03/95. Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. M2004D (01/06/91) Petroleum Products, Supply of Item(s) quoted herein are in accordance with the posted price(s) effective \_\_\_\_\_. Name and address of supplying agent: \_\_\_\_\_ M2005D (01/06/91)Scope This clause is cancelled effective 31/03/95.

Remarks: 1	THIS CLAUSE IS TO	D APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
M2006D	(31/03/95)	Identified Users
The Identifie	ed Users authorize	d by the Minister to make call-ups against the Standing Offer are:
M2006D	(01/06/91)	Identified Users
Effective 31	/03/95, this clause	is superseded by M2006D.
M2007D	(01/06/91)	Standing Offer
This clause	is cancelled effecti	ive 31/03/95.
M2008D	(01/06/91)	Requirement/Statement of Work
This clause	is cancelled effect	ive 31/03/95.
M2009D	(01/06/91)	Dry Cleaning/Fire Proofing of Drapes
Effective 31	/03/95, this clause	is superseded by C0418D.
M2010D	(01/06/91)	Laundering
Effective 15	/12/95, this clause	is superseded by B6812D.

M2011D (01/06/91) **Garments - Rental and Laundry** Effective 15/12/95, this clause is superseded by B6813D. M2012D (01/06/91) Safety Glasses This clause is cancelled effective 31/03/95. M2013D (01/08/92) **Aircrew Requirements** Effective 31/03/95, this clause is superseded by B4030D. M2014D (01/08/92) **Safety Briefing** Effective 31/03/95, this clause is superseded by B4032D. M2015D (01/08/92) **Aircrew Requirements** Effective 31/03/95, this clause is superseded by B4031D. M2016D (01/12/92) **Priority of Documents** Effective 31/03/95, this clause is superseded by K0012C. M2017C (01/12/92) Work Location

Effective 31/03/95, this clause is superseded by F2046C.

M2018D (01/12/92) Insurance Requirements

Effective 31/03/95, this clause is superseded by G4001D.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in all standing offer documents. At the bid solicitation stage, the sanctions are provided to bidders for information purposes only.

# M2100D (24/05/02) International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at: <u>http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp</u>

- It is a condition of this Standing Offer and of any ensuing call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

M2100D (10/12/01) International Sanctions

Effective 24/05/02, this clause is superseded by M2100D.

M2400D (01/08/92) Revision - General

M2405D	(01/08/92)	Revision - New Offer
This clause is	cancelled effecti	ve 31/03/95.
M2410C	(01/08/92)	Revision - Financial Limitation
	cancelled effecti	
M2415C	(01/08/92)	Revision - Period of Standing Offer
This clause is	cancelled effecti	ve 31/03/95.
M2420C	(01/08/92)	Revision - Limitation of Expenditure
This clause is	cancelled effecti	ve 31/03/95.
		O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this
being withdrav	vn. This clause	ding Offer and Call-up Authority" when the authority to make call-ups is is NOT to be used in cases where default is the reason to withdraw the vith an Identified Users clause.
autionty. Use		
M2430C	(31/03/95)	Withdrawal of Authority
Identified User is withdrawn e	rs are hereby no ffective	tified that their authority to make call-ups against Standing Offer No Call-ups made prior to this date remain in force.
M2430C	(01/08/92)	Withdrawal of Authority
	· · ·	is superseded by M2430C.

M2435D	(01/08/92)	Default
This clause is	s cancelled effect	tive 31/03/95.
M2500D	(01/06/91)	Call-Up Period - Minimum
The minimum	n period of time fo	or which services will be provided will be four (4) consecutive hours.
The first day	of the working we	eek is Monday.
Remarks: Th	IS CLAUSE IS T	O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.
M2501D	(15/12/95)	Call-Ups, Period for Placing
The period fo	or placing call-ups	s against the Standing Offer shall be from to
M2501D	(31/03/95)	Call-Ups, Period for Placing
		e is superseded by M2501D.
M2502D		Period of Standing Offer
This clause is	s cancelled effect	tive 31/03/95.
M2600D	(01/06/91)	Option
This clause is	s cancelled effect	tive 31/03/95.
<del></del>		

Remarks: Use this clause when price lists form part of the basis of payment.

M3000D (31/03/95) Price Lists

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror shall provide one (1) copy of its catalogue and price list and updates thereto to each Identified User requesting a copy. The Offeror shall further send one (1) copy to the Contracting Authority at the address stated in this document.

M3000D (01/06/91) Price Lists

Effective 31/03/95, this clause is superseded by M3000D.

M3001D (01/06/91) Catalogue and Price List

Effective 31/03/95, this clause is superseded by M3000D.

M3002T (01/06/91) Canadian Funds

This clause is cancelled effective 31/03/95.

M3003D (01/06/91) Pricing

This clause is cancelled effective 31/03/95.

M3004D (01/06/91) Sheet Materials

M3005D (01/06/91) Prices This clause is cancelled effective 31/03/95. M3006D (01/06/91) **Basis of Pricing** This clause is cancelled effective 31/03/95. M3007D (01/06/91) **Basis of Pricing** This clause is cancelled effective 31/03/95. M3008T **Goods and Services Tax** (01/12/92) Effective 31/03/95, this clause is superseded by C2204T. M3009D (01/12/92) **Goods and Services Tax** This clause is cancelled effective 31/03/95. M3010T (01/12/92) Price Change, Notification of This clause is cancelled effective 31/03/95.

M3011D (01/12/92) Estimated Hours of Service

This clause is cancelled effective 31/03/95.

M3012D (01/12/92) Goods and Services Tax

This clause is cancelled effective 31/03/95.

M3013D(01/12/92)Limitation of ExpenditureEffective 31/03/95, this clause is superseded by M4506D.

M3014D (01/12/92) Taxes - Tobacco

This clause is cancelled effective 31/03/95.

M3500D (01/06/91) Petroleum Products, Supply of

This clause is cancelled effective 31/03/95.

M3501D (01/06/91) Basis of Payment

This clause is cancelled effective 31/03/95.

M3502D (01/06/91) Basis of Payment

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause when it is anticipated that users will make payments for call-ups against the standing offer with a Government of Canada Acquisition Card (credit card) at the point of sale, and clause M3503T was used in the Request for Standing Offers, and the bidder has indicated in clause M3503T that payment for call-ups by credit card at point of sale is acceptable. (*Refer to Supply Manual, procedure 5.184.*)

# M3503C (10/12/04) Payment by Credit Card

Payments at point of sale for call-ups against the standing offer made by credit card will not be subject to the Payment and Interest on Overdue Accounts provisions set out in general conditions \_\_\_\_\_\_ of the Standing Offer.

The following credit card(s) are accepted (as specified by the Bidder):

VISA \_\_\_\_\_ MasterCard \_\_\_\_\_.

# M3503C (13/12/02) Payment by Credit Card

Effective 10/12/04, this clause is superseded by M3503C.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause when it is anticipated that users will make payments for call-ups against the standing offer by Government of Canada Acquisition Card (credit card) at the point of sale.

Use clause M3503C in the standing offer where the bidder indicates that payment by credit card at point of sale is acceptable. (*Refer to Supply Manual, procedure 5.184.*)

# M3503T (10/12/04) Payment by Credit Card

- 1. Government of Canada Acquisition Cards (credit cards) may be offered for payment of call-ups at point of sale. Payments at point of sale for call-ups against the standing offer made by credit card will not be subject to the Payment and Interest on Overdue Accounts provisions set out in general conditions \_\_\_\_\_ of the Standing Offer.
- 2. The Contractor is not obligated to accept payment by credit card.
- 3. Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.
- 4. The Bidder is requested to indicate:
  - (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted: VISA \_\_\_\_\_ MasterCard

(	OR		
(	(b) ()	Gove for pa	rnment of Canada Acquisition Cards (credit cards) will NOT be accepted syment of call-ups against the standing offer.
M3503T Effective	•	3/12/02) this clause	Payment by Credit Card is superseded by M3503T.
 M3700D	(01	1/06/91)	Escalation
This clau	ise is cano	celled effect	tive 31/03/95.
<b>M3701D</b> This clau	•	I <b>/06/91)</b> celled effect	Escalation tive 31/03/95.
Remarks prior to is offeror.	: Use the ssuing call	following c -ups. Call-	lause when an estimate of the cost of performing specific work is required ups should contain the statement of work and the estimate provided by the

M3800D (31/03/95) Estimates, Provision of

Where an estimate of the cost of performing specific work is required, the Identified User shall provide the Offeror with a statement of the work required and the Offeror shall provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror shall not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up shall not be exceeded without the specific written authorization of the Identified User.

M3800D (01/06/91) Authorization of Work

Effective 31/03/95, this clause is superseded by M3800D.

M3801D	(01/06/91)	Authorization of Work
Effective 31	/03/95, this clause	e is superseded by M3800D.
M3802D	(01/06/91)	Work Authorization
		=
M3805C	(01/06/91)	Requisitioning Authority
Effective 15	/09/97, this clause	e is superseded by M2006D.
 M4000T	(15/06/98)	- Rates
If a Regiona	al Master Standing	g Offer is issued, we agree to the release by Canada of our hourly rates to a Standing Offer against this requirement. These rates will be included in rks and Government Services brochure.
		-
M4000T	(01/06/91)	Rates
Effective 15	/06/98, this clause	e is superseded by M4000T.

Use clause B4025D for contracts and Requests for Proposals.

# M4025D (16/12/05) Order of Priority

The documents specified below form part of and are incorporated into the Standing Offer and in any resulting call up against the Standing Offer. If there is a discrepancy between the wording of any

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use the following clause in standing offers and Requests for Standing Offers. Contracting officers are advised that the order of documents shown reflects current policy and legal advice. The list is to be amended by the contracting officer according to each situation.

# **M** - Standing Offers

documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- 1. the call up against the Standing Offer, including any annexes;
- 2. the articles of this Standing Offer;
- 3. the supplemental general conditions \_\_\_\_\_ (Insert number and title);
- 4. the general conditions \_\_\_\_\_ (Insert number and title);

# (List annexes by order of priority, as applicable.)

- 5. Annex "\_\_\_\_\_" \_\_\_\_\_;
- 6. Annex "\_\_\_\_\_" \_\_\_\_;
- 7. the offer, if applicable \_\_\_\_\_ (Insert date of offer as last amended).

# M4025D (12/12/03) Priority of Documents

Effective 16/12/05, this clause is superseded by M4025D.

M4500D (01/06/91) Financial Limitation

This clause is cancelled effective 31/03/95.

M4501D (01/06/91) Limitation of Expenditure

Effective 31/03/95, this clause is superseded by M4506D.

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

M4502D (12/12/03) Financial Limitation - Individual Call-up

Individual call-ups against this Standing Offer must not exceed \$\_\_\_\_(Goods and Services Tax or Harmonized Sales Tax included).

M4502D	(12/05/00)	Limitation	
Effective 12/	12/03, this clause	e is superseded by M4502D.	
<b>M4503D</b> This clause i	(01/06/91) s cancelled effec	<b>Call-Up Limitation</b> tive 31/03/95.	
<b>M4504D</b> This clause i	(01/06/91) s cancelled effec	<b>Call-Up Limitation</b>	
M4505D		<b>Limitation of Expenditure</b> e is superseded by M4506D.	
		=	

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

# M4506D (10/06/05) Financial Limitation

The total cost to Canada resulting from call-ups against this Standing Offer shall not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Contracting Authority. The Offeror shall not be obligated to perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror shall notify the Contracting Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or \_\_\_\_\_ months prior to the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror shall promptly notify the Contracting Authority.

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M4506D (10/12/04) **Financial Limitation** Effective 10/06/05, this clause is superseded by M4506D. M4508D (31/01/92) **Financial Limitation** Effective 31/03/95, this clause is superseded by M4506D. M4509D (31/01/92) **Call-up Limitation** This clause is cancelled effective 31/03/95. M4600D (01/06/91) **Hourly Rates Adjustment** This clause is cancelled effective 31/03/95. M4601D (15/12/95) Rates The Offeror is to submit all-inclusive hourly rates for the actual time to be worked during the total period of the Standing Offer subject only to the adjustment provisions specified herein. M4601D (01/06/91) Rates Effective 15/12/95, this clause is superseded by M4601D. M4602D (01/06/91) Rates This clause is cancelled effective 31/03/95.

M4603D (01/06/91) Rate Assessment

This clause is cancelled effective 31/03/95.

M4604D (01/06/91) Rates

This clause is cancelled effective 31/03/95.

# M4605D (15/06/98) Rates

### 1. Definition

- (a) "minimum wage" means the current minimum wage which shall be paid to the temporary employee as established under legislation enacted by the federal or provincial government.
- (b) "overtime" means time worked in excess of forty-four (44) hours per week.
- (c) **"compulsory employee benefits**" means all benefits stipulated under federal and provincial labour legislation such as Worker's Compensation, and if applicable, employment insurance, Canada Pension Plan, etc.

# 2. Mandatory Price Inclusions

The all-inclusive hourly rates provided by the Offeror shall include allowances for the following:

- (a) minimum wage the temporary employee shall be paid not less than the higher of the federal or provincial minimum wage.
- (b) employee benefits the cost of all mandatory employee benefits as defined herein and any other benefits mutually agreed to by the offeror and the temporary employee.
- (c) interviews the cost associated with candidate interviews with potential federal government employers.
- (d) utilization reporting the cost of preparing and delivering the required monthly reports.

### 3. Calculation of Overtime Rates

The increase in billing rate for authorized overtime work SHALL NOT INCLUDE any element of overhead and profit, and shall be confined solely to the increase in wages and employer contributions.

The Offeror agrees that all overtime worked shall require the prior approval of the Service Site Authority.

### 4. Employee Deductions

The Offeror is responsible for making all temporary employee pay deductions required by federal or provincial government legislation and/or regulations.

# 5. Bilingual Rates

Bilingual rates are provided to the extent that the Offeror has bilingual permanent personnel involved in the selection of the candidates to be provided against the call-ups.

### 6. Hourly Rates Adjustment

- (a) The hourly rates contained herein may be subject to review and adjustment, if agreed upon by Canada, in the following cases:
  - (1) if a legislative change in the federal or provincial minimum wage takes effect. Any adjustment will be equal to the amount by which the new minimum wage exceeds an employee's hourly wage plus the related increase in employer contributions, expressed in cents per hour;
  - (2) if a federal or provincial legislative change affecting employer contributions takes effect. Any adjustment will be equal to the increase in employer contributions, expressed in cents per hour.
- (b) The Offeror will be required to submit a written request to the Contracting Authority for the authorization for any adjustment as specified herein. Such request will include the following, if applicable:
  - (1) certification of existing wages paid to employees who will be affected by the said legislative changes, and
  - (2) the amount of the increase in employer contributions.
- (c) The hourly rates quoted herein may be subject to a decrease in the event of a federal or provincial legislated decrease in employer contributions. Any adjustment will be equal to the decrease in employer contributions expressed in cents per hour. Such decreases will be reflected in the hourly rates set out in this Standing Offer.

Any adjustments pursuant to this article shall be effective upon issuance of a written revision to this Standing Offer.

### 7. Transportation

Transportation costs between the temporary help employee's residence and the work site and/or the Offeror's premises are the Offeror's responsibility and are not included in the Offeror's rates.

### 8. Verification of Time Charged

Time charged will be verified by the Service Site Authority before payment is made to the Offeror under the terms and conditions of this Standing Offer.

M4605D (15/12/95) Rates

Effective 15/06/98, this clause is superseded by M4605D.

M4607D (01/08/92) Overtime Rates

M4607D (31/01/92) **Overtime Rates** Effective 01/08/92, this clause is superseded by M4607D. M4700D (01/06/91)**Non-Canadian Content** This clause is cancelled effective 01/08/92. M4701D (01/06/91)**Canadian Content** This clause is cancelled effective 01/08/92. M5000D (01/12/92)Inspection This clause is cancelled effective 31/03/95. M5001D (21/06/99)**Inspection - Charter** All services provided shall be subject to the approval of and acceptance by the Charterer or his authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions stated in this Standing Offer and any call-up made against it. M5001D (01/12/92)Inspection Effective 21/06/99, this clause is superseded by M5001D.

# **M** - Standing Offers

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

## M5002D (01/05/96) Delivery Call-ups

Delivery shall be made within \_\_\_\_\_ calendar days from receipt of a call-up document.

**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve haulage.

#### M5205C (13/12/02) Haulage Rates

- 1. The Offeror's agreement is that, for work of a haulage nature under this Standing Offer, it will pay its subcontractors the haulage rates, minimum or maximum, as and where established by the provincial or territorial authority having jurisdiction in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by the provincial or territorial audit authority.
- 2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions.

**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve either haulage or a federal Fair Wage Schedule forms part of the contract or both.

#### M5205T (13/12/02) Haulage Rates and/or Fair Wage Schedule

- 1. Offerors must comply with the federal government Haulage Rates Policy and Fair Wages and Hours of Labour Regulations where any resultant standing offer will have truck haulage as a component of the work to be provided or involve a federal Fair Wage Schedule.
- 2. The Offeror certifies that it will comply with the Haulage Rates Policy and Fair Wage Schedule which require payment either directly to Contractors, or through prime contractors to their subcontractors and their employees working on federal contracts, of either
  - (a) the haulage rates, minimum or maximum, as and where established by the provincial or territorial government in the geographical region in which the work, the majority of the work or the largest component of the work is located, or
  - (b) the Fair Wage Schedule as and where adopted or established by the federal government for the area in which the work, the majority of the work or the largest component of the work is located, or
  - (c) both.

**Remarks:** THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve a fair wage schedule.

## M5210C (13/12/02) Fair Wage

- 1. By submission of its tender, the Offeror's agreement is that, for work where a federal Fair Wage Schedule forms part of the Standing Offer, it will pay its employees in accordance with the Fair Wages Schedule as and where established by the federal government in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by federal government audit.
- 2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions as determined by the federal government.

M6000D (01/06/91) Attention

This clause is cancelled effective 31/03/95.

M6001D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6002D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6003D (01/06/91) Delivery Point

This clause is cancelled effective 31/03/95.

M6004D (31/01/92) Delivery

This clause is cancelled effective 31/03/95.

(01/06/91)	Packing Slips
ancelled effectiv	ve 31/03/95.
(01/06/91)	Inspection and Acceptance
ancelled effectiv	ve 31/03/95.
(04/00/04)	Okinment and EOD
'96, this clause i	s superseded by D4000C.
(01/06/91)	Authorization for Delivery
ancelled effectiv	-
(01/06/91)	Utilization Reports
(01/06/91) ancelled effectiv	
ancelled effectiv	ve 31/03/95.
ancelled effectiv	ve 31/03/95. Reporting
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## **M** - Standing Offers

M7002D (01/06/91) Reporting

Effective 15/12/95, this clause is superseded by M4506D, M7003D.

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

M7003D (31/03/95) Periodic Reports

The Offeror shall provide to the Contracting Authority \_\_\_\_\_ reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached "reporting form" and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period.

The Offeror understands that failure to comply may result in the setting aside of the Standing offer.

M7003D (01/06/91) Periodic Reports

Effective 31/03/95, this clause is superseded by M7003D.

M7004D (01/06/91) Reporting

Effective 31/03/95, this clause is superseded by M4506D.

M7005C (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

M7005T (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

M8000D	(01/06/91)	Terms and Conditions
Effective 31/	03/95, this clause	is superseded by M8003D.
M8001D	(01/06/91)	Part III - Terms and Conditions
This clause i	s cancelled effect	ive 31/03/95.
M8002D	(01/06/91)	Part III- Terms and Conditions
	s cancelled effect	
		O APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use this
clause when	issuing a call-up	against a Departmental Individual Standing Offer.
M8003D	(31/03/95)	DISO - Call-up
All terms and transaction.	d conditions conta	ined in Departmental Individual Standing Offer apply to this
M8003D	(01/06/91)	
Effective 31/	03/95, this clause	is superseded by M8003D.
M8004D	(01/06/91)	Terms and Conditions
Effective 31/	03/95, this clause	is superseded by K0000D.

M8006D	(01/06/91)	General Conditions/Standing Offer
Effective 31/03	8/95, this clause	is superseded by K0000D.
M8007D	(01/06/91)	General Conditions
This clause is o	cancelled effectiv	ve 31/03/95.
M8008D		General Conditions
Effective 31/03	8/95, this clause	is superseded by K0000D.
M8009D	(01/06/01)	General Conditions
		is superseded by K0000D.
Lifective 51/00		is superseded by NOUDD.
M8010D	(31/01/92)	General Conditions
This clause is o	cancelled effectiv	ve 01/08/92.
M8011D	(01/12/92)	Air Charter Conditions
This clause is o	cancelled effectiv	ve 31/03/95.

M8012D (04/01/94) Contractual Obligation

This clause is cancelled effective 31/03/95.

M8012D (01/12/92) Contractual Obligation

Effective 04/01/94, this clause is superseded by M8012D.

M9000D (01/06/91) Call-Up Against/Offer, Authority to

This clause is cancelled effective 31/03/95.

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

M9001D (23/11/98) Notification of Revision

You are hereby notified of a change in the conditions respecting the use of the Standing Offer, Department of Public Works and Government Services (DPWGS) reference No. \_\_\_\_\_ received from \_\_\_\_\_ as follows:

- (\_\_) The original offer has been withdrawn in total and is replaced by the attached new offer, which will remain in effect up to and including \_\_\_\_\_.
- (\_\_) The original offer has been revised, as detailed herein. All call-ups made after \_\_\_\_\_ shall be made pursuant to these revisions.
- (\_\_) The financial limitation pertaining to individual call-ups placed pursuant to this Standing Offer, has been increased/decreased from \$\_\_\_\_\_ to \$\_\_\_\_\_. You are hereby authorized to make call-ups to this new maximum value, effective \_\_\_\_\_, up to and including \_\_\_\_\_.
- (\_\_) The period for placing call-ups against this Standing Offer has been revised to cover the period from \_\_\_\_\_, up to and including \_\_\_\_\_.
- (\_\_) Due to an unexpected increase in usage of this Standing Offer, DPWGS has authorized continued usage of the offer, up to the new total estimated expenditure level of \$\_\_\_\_\_.
- **NOTE**: This level represents the best estimate of the value of all call-ups expected to be placed by all customers utilizing this standing offer, over the total standing offer period from \_\_\_\_\_, up to and including \_\_\_\_\_. Inquiries concerning the above, are to be directed to the contracting officer whose name appears below.

Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

M9001D	(30/06/95)	Notification of Revision
Effective 23/11	/98, this clause i	s superseded by M9001D.
M9002D	(01/06/91)	Withdrawal of Authority
Effective 31/03/	/95, this clause i	s superseded by M2430C.
M9003D	(01/06/91)	Standing Offer
	ancelled effectiv	-
M9004D	(01/06/91)	General Provisions
This clause is c	ancelled effectiv	ve 31/03/95.
	nction with M90 <sup>-</sup>	<b>APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.</b> Use this 14D if it is foreseen that Canada may require an extension to the period of
M9005D	(15/09/97)	Standing Offer, Period of
The period for p to inclus	placing call-ups ive.	and rendering services against the standing offer shall be from the
M9005D	(30/06/95)	Standing Offer, Period of
Effective 15/09/	/97, this clause i	s superseded by M9005D.

M9006D	(01/08/92)	Supplier Representative
This clause is o	cancelled effect	ive 31/03/95.
M9006D	(01/06/91)	Supplier Representative
Effective 01/08	/92, this clause	is superseded by M9006D.
M9007D	. ,	Person to be Contacted
Effective 31/03	/95, this clause	is superseded by D0030D.
<del></del>		
M9008D	(04/06/04)	
		Withdrawal, Notification of
This clause is o		
	cancelled effect	
This clause is o	cancelled effect	ive 31/03/95.
This clause is o	cancelled effect	ive 31/03/95. WHMIS Regulations
This clause is o	cancelled effect	ive 31/03/95. WHMIS Regulations
This clause is o	cancelled effect	ive 31/03/95. WHMIS Regulations
This clause is o	cancelled effect (01/06/91) /95, this clause	ive 31/03/95. WHMIS Regulations
This clause is on the second s	(01/06/91) (01/06/91) (01/06/91)	ive 31/03/95. WHMIS Regulations is superseded by B1505D. Availability of Materiel
This clause is of M9009D Effective 15/12	(01/06/91) (01/06/91) (01/06/91)	ive 31/03/95. WHMIS Regulations is superseded by B1505D. Availability of Materiel

M9011D (01/06/91) Payment

This clause is cancelled effective 31/03/95.

M9012D (01/06/91) Authorization

This clause is cancelled effective 31/03/95.

**Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS.** Use this clause in conjunction with M9005D if it is foreseen that Canada may require an extension to the period of the Standing Offer.

## M9014D (15/09/97) Standing Offer, Extension of

Should the Standing Offer be authorized for use beyond the initial period, the Offeror hereby offers to provide the goods/services herein for an additional \_\_\_\_\_ period from \_\_\_\_\_ to \_\_\_\_ under the same conditions and at the rates/prices specified herein or at the rates/prices calculated in accordance with the formula specified herein.

M9014D (31/03/95) Period of Standing Offer, Extension of

Effective 15/09/97, this clause is superseded by M9014D.

M9016D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

M9019D (04/01/94) General Provisions

This clause is cancelled effective 31/03/95.

M9019D	(31/01/92)	General Provisions
	/01/94, this claus	e is superseded by M9019D. =
M9020D Effective 31		<b>Period of Proposed Standing Offer</b> e is superseded by M9014D.
	(01/08/92) is cancelled effec	<b>General Provisions</b> trive 31/03/95.
M9021D	(31/01/92)	General Provisions e is superseded by M9021D.
M9022D This clause	(31/01/92) is cancelled effec	Air Charter Services
<b>M9023D</b> This clause	(01/08/92) is cancelled effec	<b>General Provisions</b> tive 31/03/95.
		=

M9024C (01/12/92) Standing Offer - Withdrawal

Effective 31/03/95, this clause is superseded by J3005C.

M9025D (01/12/92) Interest on Overdue Accounts

This clause is cancelled effective 31/03/95.

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

M9026D (12/12/03) Method of Payment

- 1. Payment by Canada for the Work shall be made in accordance with the Basis of Payment specified herein:
  - (a) within thirty (30) days following the date on which the Work has been performed; or
  - (b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever date is the later.

2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt Canada shall notify the Offeror of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

M9026D (10/12/01) Method of Payment

Effective 12/12/03, this clause is superseded by M9026D.

M9100D (01/08/92) Security Requirements

Effective 31/03/95, this clause is superseded by F2045D.