
Section 2

Templates and Forms

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2-Int (16/12/05) **Forms**

The following forms are available on Public Works and Government Services Canada (PWGSC) Website:
<http://www.pwgsc.gc.ca/sos/corporate/forms-e.html>

PWGSC-TPSGC 1111	Claim for Progress Payment
PWGSC-TPSGC 1686	Quotation for Design Change or Additional Work
PWGSC-TPSGC 5116	Information on Incumbent Employees
PWGSC-TPSGC 9038	Design Change/Deviation
PWGSC-TPSGC 9411	Claim for Exchange Rate Adjustments

Construction Administration Forms - Real Property Contracting

PWGSC-TPSGC 357	Insurer's Certificate of Insurance
PWGSC-TPSGC 357-1	Insurer's Certificate of Insurance
PWGSC-TPSGC 599	On Site Instruction
PWGSC-TPSGC 610	Change Order
PWGSC-TPSGC 611	Contemplated Change Notice
PWGSC-TPSGC 1792	Request for Progress Payment
PWGSC-TPSGC 1793	Cost Breakdown for Unit Price or Combined Price Contract
PWGSC-TPSGC 1794	Cost Breakdown for Lump Sum Contract
PWGSC-TPSGC 1795	Inspection and Acceptance
PWGSC-TPSGC 1796	Interim Certificate of Acceptance
PWGSC-TPSGC 1797	Final Certificate of Completion
PWGSC-TPSGC 1801	Extension of Time on Contracts
PWGSC-TPSGC 2835	Statutory Declaration
PWGSC-TPSGC 2913	SELECT - Contractor Performance Evaluation Report Form (CPERF)
PWGSC-TPSGC 2913-1	SELECT - Consultant Performance Evaluation Report Form (CPERF)

The following form is available on Canadian and International Industrial Security Directorate, PWGSC Website: <http://www.ciisd.gc.ca/text/forms/form-e.asp>.

TBS/SCT 350-103	Security Requirements Check List (SRCL)
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Templates and Forms

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2T-LDV1 (15/08/06) Low Dollar Value Bid Solicitation and Resulting Contract Template - Goods or Services

Use the following template for Low Dollar Value (LDV) Competitive and Non-competitive requirements, for goods or services. Contracting officers should refer to procedures document 2T-PROC1 when using the Low Dollar Value template 2T-LDV1 and Medium Complexity template 2T-MED1.

1. Includes:

- (a) Low risk requirements;
- (b) Requirements with highly predictable application of standard terms and conditions;
- (c) Requirements below \$25K (including all applicable taxes);
- (d) Requirements with standard well defined requirements and specifications;
- (e) Requirements for which the basis of selection is based on lowest priced bid; may include mandatory evaluation criteria.

Examples which may fall under this type: preconfigured product specifications, some services requirements, commercial aviation parts, etc.

Annexes and clauses to meet specific commodity needs may be added to the template depending on the requirement.

2. Excludes:

- (a) LDV Requirements with point rated technical and financial evaluation criteria (refer to the Medium Complexity template 2T-MED1);
- (b) Standing Offers;
- (c) Supply Arrangements;
- (d) Construction and Architectural and Engineering (A&E) contracting requirements;
- (e) Canadian Commercial Corporation requirements;
- (f) Aboriginal procurement strategy and set asides.

Remark to Contracting Authority: The Contracting Authority must delete all unused choices and the instructional information before issuing the bid solicitation.

PART 1 - INFORMATION AND INSTRUCTIONS

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, see Part 1, Information and Instructions, clause 4.4.X, Security Requirement, and Part 2 - Resulting Contract Clauses.

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate term "Statement of Work" or "Requirement" and use the same term throughout the document. Insert a brief description of the requirement or refer to the "Statement of Work" or "Requirement" in the resulting contract. Refer to SACC Manual clauses B4007T, B4008T.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 of 2003, Standard Instructions - Goods or Services.

3. Standard Instructions, Clauses and Conditions

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All instructions, clauses and conditions identified in the bid solicitation by term, 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 the bid solicitation and accept the terms and conditions of the resulting contract.

The standard instructions and conditions 2003 _____ (*insert date*) are incorporated by reference into and form part of the bid solicitation.

Remark to Contracting Authority: SACC Manual clauses for specific instructions not covered by the standard instructions are to be included by reference, if applicable. Example of SACC Manual clauses to include by reference: B4024T, B3000T, C3010T, C3011T, etc.

3.1 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard Instructions - Goods or Services. Bids resulting from a competitive bid solicitation below \$25K (including applicable taxes) may be submitted to the Contracting Authority instead of a designated bid receiving area. In this case, different procedures apply to the handling of bids. Refer to Supply Manual procedures 7A.017.

4. Submission of Bids

Remark to Contracting Authority: Use one of the following clauses below based on whether the bid is to be submitted to the Bid Receiving Unit or the Contracting Authority. Refer to information in subsection 3.2(d) of 2003, Standard Instructions - Goods or Services, for 4.1 and 4.2 below.

4.1 Bids must be submitted by the time, date and place indicated in the bid solicitation.

OR

Bids must be submitted to the Contracting Authority identified in the bid solicitation and in Part 2 , Resulting Contract Clauses, section 5 by _____ (*fill in closing time and date*).

Remark to Contracting Authority: Specific instructions and requirements for the submission of bids not covered by the standard instructions are to be included by reference, if applicable.

4.2 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in section 11 of 2003, Standard Instructions - Goods or Services.

4.3 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than _____ (____) calendar days before the bid closing date. Enquiries received after that time may not be answered before the bid closing date.

Remark to Contracting Authority: Use SACC Manual clauses or other approved clauses, if applicable.

4.4 Evaluation Criteria and Basis of Selection

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below:

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4.4.X Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

Mandatory Criteria:

_____ (Insert mandatory criteria if applicable)

4.4.X Financial Evaluation

_____ (Insert financial criteria)

4.4.X Basis of Selection

_____ (Insert selection criteria)

Remark to Contracting Authority: Use the following Bid Support clause for non-competitive requirements if applicable.

4.4.X Bid Support

The Bidder must provide price support as detailed in section 12, Price Support, of 2003, Standard Instructions - Goods or Services.

Remark to Contracting Authority: Use one of the clauses below if there are security requirements.

4.4.X Security Requirement

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder has until contract award to obtain the necessary security clearances. Refer to Supply Manual procedure 6C.273.

1. Before award of a contract, the following conditions must be met:
 - (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
 - (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.
2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

OR

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder must hold the necessary security clearances at the time of bid submission. Refer to Supply Manual procedure 6C.273.

At the time of bid submission, the following conditions must be met:

- (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
- (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

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5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*The Contracting Authority must fill in the province or territory*).

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.

PART 2 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is a security requirement associated with the requirement.
(*Insert applicable clause provided by Canadian International Industrial Security Directorate [CIISD] and insert the Security Requirements Check List [SRCL] as an Annex.*)

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate term “Statement of Work” or “Requirement” and use the same term throughout the document. Insert a description or use the applicable SACC Manual clauses or approved clauses. Examples of SACC Manual clause: B4007C, B4008C.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 2029, General Conditions - Goods or Services (Low Dollar Value).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by term, 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>.

3.1 General Conditions

2029 _____ (*insert date*) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Remark to Contracting Authority: Insert requirements related to delivery date, period of contract and option. Choose one of the following clauses or insert other clause.

4. Term of Contract

4.1 Period of Contract

The Work is to be performed during the period _____ to _____ (*fill in start and end date of work.*)

OR

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

OR

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The period of the Contract is in effect from _____ to _____ (*fill in start and end date of the period*) inclusive.

OR

4.1 Delivery Date

All the deliverables must be received on or before _____ (*fill in the date*).

Remark to Contracting Authority: If applicable, insert pertinent SACC Manual clauses or other approved clauses in full text. Examples of SACC Manual clauses: B9024D, A8012C. Following is one suggested approved clause.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to _____ additional _____ year period(s) under the same terms and conditions. Canada may exercise the option at any time by sending a written notice to the Contractor at least _____ calendar days before the Contract expiry date, or any extension of the Contract.

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

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

_____ (*Name of Contracting Authority*)
Public Works and Government Services Canada
Acquisitions Branch
_____ (*Fill in*) Directorate
_____ (*Fill in Address*)

Telephone : (____) _____
Facsimile: (____) _____
E-mail address: _____ (*Fill in*)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Remark to Contracting Authority: Use the following SACC Manual clause A1022C if applicable and fill in at contract award only. If the term "Technical Authority" is to be used instead, refer to SACC Manual clause A1030C.

5.2 Project Authority.

The Project Authority for the Contract is:

Name: _____ (*Fill in*)
Title: _____ (*Fill in*)
_____ (*Fill in Organization*)
_____ (*Fill in address*)

Telephone : (____) _____

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Facsimile: (____) _____
E-mail address: _____ (Fill in)

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

5.3 Contractor Contacts

_____ (Fill in or delete as applicable)

Remark to Contracting Authority: Insert the appropriate SACC Manual clauses or approved clause related to the Basis of Payment, Method of Payment, audit and taxes not covered in the general conditions. Refer to information in section 9 of 2029, General Conditions - Goods or Services (Low Dollar Value).

6. Payment

Remark to Contracting Authority: Use the applicable SACC Manual clauses or approved clause. Examples of SACC Manual clauses: C0206C, C0207C, C1200C.

6.1 Basis of Payment

Remark to Contracting Authority: Use, if applicable, SACC Manual clause C6001C in full text.

6.1.1 Limitation of Expenses

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9116C, A9117C, C0100D, C0101D, C2000D, C2605D, C2608D, C2610D, C6000C, H1000D, H1001D, H3023C.

6.2 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 6.3, 6.4, etc.)

6.3

Remark to Contracting Authority: Use the applicable SACC Manual clause or other approved clause related to Invoicing Instructions. Invoicing Instructions also cover progress claims and therefore any reference to invoices would also cover progress claims. Refer to information in sections 05 and 09 of 2029, General Conditions - Goods or Services (Low Dollar Value).

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 05, Invoice Submission, of 2029 General Conditions - Goods or Services (Low Dollar value).

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (The Contracting Authority must fill in the province or territory as specified by the Bidder in its bid).

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Remark to Contracting Authority: Amend the list to reflect the documents applicable to each contract.

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2029 _____ (*insert date*) General Conditions - Goods or Services (Low Dollar Value);
- (c) Annex "X", Statement of Work **OR** Requirement;
- (d) Annex "X", Basis of Payment;
- (e) Annex "X", Security Requirements Check List
- (f) Annex "X"
- (g) The Contractor's bid dated _____ (*Insert date*), as amended _____ (*insert date(s) of amendment(s) if applicable*)

Remark to Contracting Authority: Insert additional SACC Manual reference clauses, not belonging under existing articles, if applicable. *Example of SACC Manual clauses to include by reference: A7013D, A9062C, A9131C, B1000C, B1501C, B4030C, B4031C, B7500C, etc.*

10. SACC Manual Clauses

Remark to Contracting Authority: Insert additional full text clauses not belonging under existing articles as stand alone clauses with appropriate numbering (ex. 11, 12, etc.)

11.

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2T-MED1 (15/08/06) Medium Complexity Bid Solicitation and Resulting Contract Template - Goods or Services

Use the following template for Medium Complexity Competitive and Non-competitive requirements for goods or services. Contracting officers should refer to the procedures document 2T-PROC1 when using the Low Dollar Value template 2T-LDV1 and Medium Complexity template 2T-MED1.

1. Includes:

- (a) Medium risk requirements;
- (b) Requirements with standard well defined requirements and specifications;
- (c) Requirements with predictable application of standard terms and conditions;
- (d) Requirements that may involve high volume of transactions;
- (e) Requirements for which the evaluation and basis of selection are based on price, technical and financial evaluation criteria.

Examples which may fall under this type: some commercial products, some electrical and electronics products, some commercial spare parts with military specifications, some services requirements, some information management/information technology (IM/IT) requirements, except those which require the use of supplemental general conditions.

Annexes and clauses to meet specific commodity needs may be added to the template depending on the requirement.

2. Excludes:

- (a) Standing Offers
- (b) Supply Arrangements
- (c) Construction and Architectural and Engineering (A&E) contracting requirements
- (d) Canadian Commercial Corporation requirements

Remark to Contracting Authority: *The Contracting Authority must delete all unused choices and the instructional information before issuing the bid solicitation.*

PART 1 - GENERAL INFORMATION

- 1. Security Requirement
- 2. Statement of Work **OR** Requirement (*Contracting Authority must choose "Statement of Work" or "Requirement"*)

PART 2 - BIDDER INSTRUCTIONS

- 1. Standard Instructions, Clauses and Conditions
- 2. Submission of Bids
- 3. Enquiries - Bid Solicitation
- 4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

- 1. Bid Preparation Instructions
- 2. Evaluation Procedures

PART 4 - RESULTING CONTRACT CLAUSES

- 1. Security Requirement
- 2. Statement of Work **OR** Requirement (*Contracting Authority must choose "Statement of Work" or "Requirement"*)
- 3. Standard Clauses and Conditions
- 4. Term of Contract

STANDARD ACQUISITION CLAUSES AND CONDITIONS

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5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. (If applicable)

List of Annexes: *(Choose and add annexes, if applicable)*

Annex "X"	Statement of Work OR Requirement (<i>Contracting Authority must choose "Statement of Work" or "Requirement"</i>)
Annex "X"	Basis of Payment
Annex "X"	Security Requirements Check List
Annex "X"	Evaluation Criteria and Basis of Selection
Annex "X"	Certifications Precedent to Contract Award
Annex "X"	Certifications with the Bid

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, see Part 4 - Resulting Contract Clauses and Evaluation Criteria and Basis of Selection at Annex "_____".

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: *Choose the appropriate title "Statement of Work" or "Requirement" and use the same title throughout the document. Insert a brief description of the requirement or refer to the "Statement of Work" or "Requirement" in the resulting contract. Refer to SACC Manual clauses B4007T, B4008T.*

2. Statement of Work OR Requirement

PART 2 - BIDDER INSTRUCTIONS

Remark to Contracting Authority: *Refer to information in section 02 of 2003, Standard Instructions - Goods or Services.*

1. 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 the bid solicitation and accept the terms and conditions of the resulting contract.

The standard instructions and conditions 2003 _____ (**insert date**) are incorporated by reference into and form part of the bid solicitation.

Remark to Contracting Authority: *The following modification to 2003, Standard Instructions - Goods or Services, is to be added to the bid solicitation when the bids are to remain valid for more than 60 days. The Contracting Authority will insert the number of days the bid is to remain valid.*

Subsection 3.4 of 2003, Standard Instructions - Goods or Services, is amended as follows:

Delete: sixty (60) days

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Insert: _____ (__) days

Remark to Contracting Authority: SACC Manual clauses for specific instructions not covered by the standard instructions are to be included by reference, if applicable. Example of SACC Manual clauses to include by reference: B4024T, B3000T, C3010T, C3011T, etc.

1.1 SACC Manual Clauses

Remark to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard Instructions - Goods or Services.

2. Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Remark to Contracting Authority: Use the following paragraph when transmission of bids by fax will not be accepted.

Bids by facsimile will not be accepted. Due to the nature of the solicitation, transmission of bids by facsimile to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

Remark to Contracting Authority: Use SACC Manual clauses for specific instructions and requirements for the submission of bids not covered by the Standard Instructions and include by reference, if applicable.

2.1 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 2.2, 2.3, etc.)

2.2

Remark to Contracting Authority: Refer to information in section 11 of 2003, Standard Instructions - Goods or Services.

3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than _____ (__) calendar days before the bid closing date. Enquiries received after that time may not be answered before the bid closing date.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (The Contracting Authority must fill in the province or territory).

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.

Remark to Contracting Authority: if applicable, insert in full text additional clauses pertaining to Part 2 - Bidder Instructions. Following is a suggested approved clause.

5. Improvement of Requirement During Solicitation Period

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

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Contracting Authority at least _____ (____) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

Remark to Contracting Authority: Refer to information in sections 03 to 08 of 2003, Standard Instructions - Goods or Services.

PART 3 - BID PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

1. Bid Preparation Instructions

Bidders must provide copies of their bid in separately bound sections as follows:

Section I:	Technical Bid (_____ copies)
Section II:	Financial Bid (_____ copies)
Section III:	Certifications Requirements (_____ copies)

Price must not appear in any other area of the bid except in the financial bid.

It is required that bids follow the response format/instructions as detailed below:

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

Section I: Technical Bid

In its technical bid, the Bidder must demonstrate its understanding of the requirement described in the bid solicitation, as well as demonstrate how the Bidder will meet the requirements of Evaluation Criteria and Basis of Selection, Annex " _____ " (delete annex if not applicable).

Section II: Financial Bid

The Bidder must submit its financial bid in accordance with Annex "X", Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Remark to Contracting Authority: The Contracting Authority must include one of the clauses below as applicable. Use the clause "Certifications Precedent to Contract Award" in conjunction with Annex "X - Certifications Precedent to Contract Award". Use the clause "Certifications with the Bid" in conjunction with Annex "X - Certifications with the Bid".

Section III: Certification Requirements

Certifications Precedent to Contract Award

In order to be awarded a contract, the certifications attached in Annex "X - Certifications Precedent to Contract Award", are required. These certifications should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-responsive if the certifications are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

OR

Certifications with the Bid:

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The certifications attached as Annex "X - Certifications with the Bid", must be completed and submitted with the bid.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify the Bidder's compliance with the certifications before award of a contract. The bid will be declared non-responsive if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

2. Evaluation Procedures

- 2.1 Bids will be evaluated in accordance with the Evaluation Criteria and Basis of Selection specified in Annex "X". Bids received will be assessed against the evaluation criteria identified for the entire requirement of the bid solicitation.

Remark to Contracting Authority: Refer to SACC Manual clause A9101T and choose one of the following clauses.

- 2.2 An evaluation team composed of representatives of Canada will evaluate the bids.

OR

An evaluation team composed of representatives of Canada and _____ (**Insert name of firm or consultant**) will evaluate the bids.

PART 4 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is a security requirement associated with the requirement.
(*Insert applicable clause provided by Canadian International Industrial Security Directorate [CIISD] and insert the Security Requirements Check List [SRCL] as an Annex.*)

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Choose the appropriate title "Statement of Work" or "Requirement" and use the same title through out the document. Insert a description or use the applicable SACC Manual clauses or approved clauses. Example SACC Manual clauses: B4007C, B4008C.

2. Statement of Work OR Requirement

Remark to Contracting Authority: Refer to information in section 02 of 2010, General Conditions - Goods or Services (Medium Complexity).

3. 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>.

3.1 General Conditions

2010 _____ (**insert date**) General Conditions - Goods or Services (Medium Complexity) apply to and form part of the Contract.

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Remark to Contracting Authority: Insert requirements related to delivery date, period of contract and option. Choose one of the following clause or insert other clause.

4. Term of Contract

4.1 Period of Contract

The Work is to be performed during the period _____ to _____ (*fill in start and end date of the work*).

OR

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

OR

The period of the Contract is in effect from _____ to _____ inclusive (*fill in start and end date of the period*).

OR

4.1 Delivery Date

All the deliverables must be received on or before _____ (*fill in the date*).

Remark to Contracting Authority: If applicable, insert pertinent SACC Manual clauses or other approved clauses in full text. Example SACC Manual clauses: B9024D, A8012C. Following is one suggested approved clause.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the period of the Contract by up to _____ additional _____ year period(s) under the same terms and conditions. Canada may exercise the option at any time by sending a written notice to the Contractor at least _____ calendar days before the Contract expiry date, or any extension of the Contract.

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

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a formal contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

_____ (*Name of Contracting Authority*)

_____ (*Title*)

Public Works and Government Services Canada
Acquisitions Branch

_____ (*Fill in*) Directorate

_____ (*Fill in Address*)

Telephone : (____) _____

Facsimile: (____) _____

E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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Remark to Contracting Authority: Use the following SACC Manual clause A1022C if applicable and fill in at contract award only. If the term "Technical Authority" is to be used instead, refer to SACC Manual clause A1030C.

5.2 Project Authority

The Project Authority for the Contract is:

_____ (Name of Project Authority)
_____ (Title)
_____ (Fill in Organization)
_____ (Fill in address)

Telephone : (____) _____
Facsimile: (____) _____
E-mail address: _____

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

5.3 Contractor Contacts

_____ (Fill in or delete as applicable)

Remark to Contracting Authority: Insert the appropriate SACC Manual clauses or approved clause related to the Basis of Payment, Method of Payment, audit and taxes not covered in the general conditions. Refer to information in sections 12 and 13 of 2010, General Conditions - Goods or Services (Medium Complexity).

6. Payment

Remark to Contracting Authority: Use the applicable SACC Manual clauses or approved clause. Example SACC Manual clauses: C0206C, C0207C, C1200C.

6.1 Basis of Payment

Remark to Contracting Authority: Insert, if applicable, SACC Manual clause C6001C in full text.

6.1.1 Limitation of Expenses

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9116C, A9117C, C0100D, C0101D, C2000D, C2605D, C2608D, C2610D, C6000C, H1000D, H1001D, H3023C.

6.2 SACC Manual Clauses

Remark to Contracting Authority: if applicable, insert in full text additional clauses with appropriate numbering (ex. 6.3, 6.4, etc.)

6.3

Remark to Contracting Authority: Use the applicable SACC Manual clauses or other approved clauses related to Invoicing Instructions. Invoicing Instructions also cover progress claims and therefore any reference to invoices would also cover progress claims. Refer to information in sections 08, 12 and 13 of 2010, General Conditions - Goods or Services (Medium Complexity).

7. Invoicing Instructions

Templates and Forms

The Contractor must submit invoices in accordance with the information required in section 08, Invoice Submission, of the 2010, General Conditions - Goods or Services (Medium Complexity).

8. Certifications

- 8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, the Minister has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Remark to Contracting Authority: Use SACC Manual clauses, if applicable. Example of SACC Manual clauses to include by reference: A9105C, K2003C, K4100C, K4600C.

8.2 SACC Manual Clauses

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (The Contracting Authority must fill in the province or territory as specified by the Bidder in its bid.)

Remark to Contracting Authority: Amend the list to reflect the documents applicable to each contract.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010 _____ (**insert date**) General Conditions - Goods or Services (Medium Complexity);
- (c) Annex "X", Statement of Work **OR** Requirement;
- (d) Annex "X", Basis of Payment;
- (e) Annex "X", Security Requirements Check List;
- (f) Annex "X";
- (g) The Contractor's bid dated _____ (**insert date**), as amended _____ (**insert date(s) of amendment(s) if applicable**).

Remark to Contracting Authority: Insert additional SACC Manual reference clauses, not belonging under existing articles, if applicable. Example of SACC Manual clauses to include by reference: A7013D, A9062C, A9131C, B1000C, B1501C, B4030C, B4031C, B7500C, etc.

11. SACC Manual Clauses

Remark to Contracting Authority: Insert additional full text clauses not belonging under existing articles as stand alone clauses with appropriate numbering (ex. 12, 13, etc.)

12.

Templates and Forms

ANNEX "X"
STATEMENT OF WORK
OR
REQUIREMENT

(Insert if applicable)

Templates and Forms

ANNEX "X"

BASIS OF PAYMENT

(Insert if applicable)

Templates and Forms

ANNEX "X"

SECURITY REQUIREMENTS CHECK LIST
(SRCL MUST BE INSERTED IF APPLICABLE)

Templates and Forms

ANNEX "X"

EVALUATION CRITERIA AND BASIS OF SELECTION

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

PART 1 - TECHNICAL EVALUATION

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full evaluation.

1. **Mandatory Criteria**
(Insert mandatory criteria, if any)
2. **Point Rated Criteria**
(Insert point rated criteria, if any)

PART 2 - FINANCIAL EVALUATION (Insert financial criteria)

PART 3 - BASIS OF SELECTION (Insert selection criteria. Example of SACC Manual clauses: A0031T, A0034T, A0035T, A0036T, etc.)

Remark to Contracting Authority: Use one of the clauses below if there are security requirements.

PART 4 - SECURITY REQUIREMENT

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder has until contract award to obtain the necessary security clearances. Refer to Supply Manual procedure 6C.273.

1. Before award of a contract, the following conditions must be met:
 - (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
 - (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.
2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

Remark to Contracting Authority: Insert and fill in the clause below if the Bidder must hold the necessary security clearances at the time of bid submission. Refer to Supply Manual procedure 6C.273.

At the time of bid submission, the following conditions must be met:

- (a) The Bidder must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
- (b) The Bidder's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

Templates and Forms

ANNEX "X"

CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Remark to Contracting Authority:

Use Annex "X", Certifications Precedent to Contract Award, in conjunction with the clause entitled "Certifications Precedent to Contract Award, Section III: Certification Requirements.

Use the following Standard Acquisition Clauses and Conditions (SACC) Manual certification clauses in full text, if applicable. Delete this annex, if it is not applicable. The certifications will be a condition precedent to award of contract as opposed to a mandatory requirement for evaluation purposes. This approach is recommended to ensure bids are not rejected during evaluation for lack of certifications. In the event that a bidder does not provide certifications at bid closing, the Contracting Authority must request these certifications before contract award. Failure by the Bidder to comply will render the bid non-responsive.

In order to be considered for contract award, a bidder whose bid is technically and financially responsive, must meet the following conditions:

Remark to Contracting Authority:

If applicable, use in full text one of the following clauses: K2000T, Federal Contractors Program for Employment Equity - \$200,000 or more; or K2002T, Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000. Use in conjunction with K2003C in the contract.

Federal Contractors Program for Employment Equity - Certification

Remark to Contracting Authority:

If applicable, use in full text one of the following clauses in relation to the "Work Force Reduction Programs": A9103T or A9104T or A9106T. Use in conjunction with A9105C in the contract.

Work Force Reduction Programs

Remark to Contracting Authority:

For non North American Free Trade Agreement (NAFTA) and non World Trade Organization Agreement on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following certification clauses: K4011T OR K4013T OR K4014T, for all competitive bid solicitations where competition is solely limited to bids offering Canadian Goods and/or Services and where the certification clause is not mandatory with the bid. Refer to Supply Manual, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition, and contract clause K4100C, Canadian Content Certification.

Canadian Content Certification

Remark to Contracting Authority:

If applicable, use the applicable SACC Manual clause. Example of SACC Manual clauses to include by reference: C0002T, C0004T.

Price or Rate Certification

Templates and Forms

ANNEX "X"

CERTIFICATIONS WITH THE BID

Remarks to Contracting Authority:

Use Annex "X", Certifications with the bid in conjunction with the clause entitled "Certifications with the bid, Section III: Certification Requirements.

Where the bid must include the certifications with the bid by bid closing date, use if applicable the following SACC Manual certification clauses in full text. Delete this annex, if this is not applicable.

In order to be considered for contract award, a bidder whose bid is technically and financially responsive, must meet the following conditions:

Remark to Contracting Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization Agreement on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following certification clauses for all competitive bid solicitations where competition is being conditionally limited (K4002T or K4005T or K4006T) OR solely limited (K4001T or K4003T or K0004T) to bids offering Canadian Goods and/or Services and where the certification clause is mandatory with the bid. Refer to Supply Manual, chapters 4, 5 and 7.

Use in conjunction with K4000D, Canadian Content Definition, and contract clause K4100C, Canadian Content Certification.

Canadian Content Certification

Templates and Forms

2T-PROC1 (16/06/06) Procedures for Using the Low Dollar Value and Medium Complexity Templates

Departmental Plain Language Standard Procurement documents which include templates for Bid Solicitation and Resulting Contract for Low Dollar Value and Medium Complexity requirements, new standard instructions and general conditions have been developed in consultation with Public Works and Government Services Canada's (PWGSC) Legal Services.

These documents must be used for Low Dollar Value and Medium Complexity competitive and non-competitive requirements for goods or services.

Text

Contracting officers must use the Low Dollar Value (LDV) and Medium Complexity documents in accordance with the following procedures:

1. **2T-LDV1 Low Dollar Value Bid Solicitation and Resulting Contract Template - Goods or Services**
 - 1.1 The LDV template can be used for:
 - (a) Low risk requirements;
 - (b) Requirements with highly predictable application of standard terms and conditions;
 - (c) Requirements below \$25K (including all applicable taxes);
 - (d) Requirements with standard well defined requirements and specifications;
 - (e) Requirements for which the basis of selection is based on lowest priced bid; may include mandatory evaluation criteria.
 - 1.2 The LDV template cannot be used for:
 - (a) LDV requirements with point rated technical and financial evaluation criteria (refer to the Medium Complexity template 2T-MED1);
 - (b) Standing Offers;
 - (c) Supply Arrangements;
 - (d) Construction and Architectural and Engineering (A&E) contracting requirements;
 - (e) Canadian Commercial Corporation requirements;
 - (f) Aboriginal procurement strategy and set asides.
 - 1.3 Examples of requirement that may fall under LDV requirements:
 - (a) telephone buys;
 - (b) requirements for preconfigured product specifications;
 - (c) some services requirements;
 - (d) commercial aviation parts, etc.
 - 1.4 The following standard instruction and general conditions must be used with this template.
 - (a) 2003 Standard Instructions - Goods or Services (incorporated by reference under Part 1 of the template); and
 - (b) 2029 General Conditions - Goods or Services (Low Dollar Value) (incorporated by reference under Part 2 of the template).
 - 1.5 The template must not be used with other standard instructions and general conditions. This is a business rule.
 - 1.6 The template must not be used when supplemental general conditions are required.
2. **2T-MED1 Medium Complexity Bid Solicitation and Resulting Contract Template - Goods or Services**

Templates and Forms

- 2.1 The Medium Complexity template can be used for:
- (a) Medium risk requirements;
 - (b) Requirements with standard well defined requirements and specifications;
 - (c) Requirements with predictable application of standard terms and conditions;
 - (d) Requirements that may involve high volume of transactions;
 - (e) Requirements for which the evaluation and basis of selection are based on price, technical and financial evaluation criteria.
- 2.2 The Medium Complexity template cannot be used for:
- (a) Standing Offers;
 - (b) Supply Arrangements;
 - (c) Construction and Architectural and Engineering (A&E) contracting requirements;
 - (d) Canadian Commercial Corporation requirements.
- 2.3 Examples of requirement that may fall under Medium Complexity requirements:
- (a) some commercial products;
 - (b) some electrical and electronics products;
 - (c) some commercial spare parts with military specifications;
 - (d) some services requirements;
 - (e) some information management/information technology (IM/IT) requirements, except those which require the use of supplemental general conditions.
- 2.4 The following standard instruction and general conditions must be used with this template.
- (a) 2003 Standard Instructions - Goods or Services (incorporated by reference under Part 2 of the template); and
 - (b) 2010 General Conditions - Goods or Services (Medium Complexity) (incorporated by reference under Part 4 of the template).
- 2.5 The template must not be used with other standard instructions and general conditions. This is a business rule.
- 2.6 The template must not be used when supplemental general conditions are required.
- 3. Tips for using the standardized plain language documents**
- 3.1 Standard Acquisition Clauses and Conditions (SACC) Manual clauses, other approved clauses and annexes to meet specific commodity needs may be added to the Bid Solicitation and Resulting Contract template as follows:
- (a) Contracting officers must ensure the additional clauses are not contained in 2003 Standard Instructions - Good or Services, and in the applicable general conditions (2029 General Conditions - Goods or Services (Low Dollar Value) or in 2010 General Conditions - Goods or Services (Medium Complexity));
 - (b) Contracting officers must ensure there are no contradictions, inconsistencies and redundancy with the clauses added to the bid solicitation and resulting contract, the standard instructions and the general conditions;
 - (c) Contracting officers must incorporate, by reference only, SACC Manual clauses unless there are blanks to be filled in. While incorporating SACC Manual clauses by reference may be contrary to current procedures identified under the Remarks section of the SACC Manual, this approach is recommended by Legal and must be followed when using the Plain Language Templates;
 - (d) Contracting officers must incorporate in full text SACC Manual clauses with blanks to be filled in, in the appropriate section of the templates;

Templates and Forms

- (e) Contracting officers must incorporate all other clauses in full text (such as local clauses necessary for specific requirements) in the appropriate section of the templates as stand alone clauses with appropriate numbering;
 - (f) Contracting officers must revise the Table of content when stand alone clauses have been added to the Bid Solicitation and Resulting Contract template.
- 3.2 Contracting officers must take advantage of the Remarks contained in the templates.
- 3.3 Contracting officers must delete unused choices as well as "Remarks to Contracting Authority" before issuing the bid solicitation.
- 3.4 Contracting officers must familiarize themselves with the content of the standard instructions and general conditions.
- 3.5 Contracting officers should have a hard copy of the templates, standard instructions and general conditions in hand when using the templates.
- 3.6 In English, the words "Contractor", "Bidder", "Work", "Contract" and "Contracting Authority" are capitalized when they are in the singular and preceded by "the" because, with the exception of "Bidder", they are defined in the Contract. In French, this rule for capitalization does not apply.
- 3.7 Contracting officers may use the resulting contract portion of the templates when they the bid solicitation is not used.
- (a) For 2T-LDV1 template, retain Part 2 only of the document and delete the Title "Part 2 - Resulting Contract Clauses" before use.
 - (b) For 2T-MED1 template, retain Part 4 only of the document and delete the title "Part 4 - Resulting Contract Clauses" before use.

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2T-PROC2 (15/08/06) Procedures for Using the Request for Standing Offers Template - Goods or Services

The Request for Standing Offers (RFSO), the standard instructions and the general conditions for standing offers were established in consultation with Public Works and Government Services Canada (PWGSC) Legal Services.

Contracting officers must use the standard documents in accordance with the following procedures:

1. 2T-RFSO1, Request for Standing Offers Template - Goods or Services

1.1 Inclusions:

- (a) must be used for standard, well defined requirements for goods, services or both;
- (b) must be used for all goods, services or both requirements for standing offers where one of the general conditions 2029, 2010, 9601, 9676 and 9624 applies;

1.2 Exclusions:

- (a) Supply arrangements
- (b) Construction and Architectural and Engineering (A & E) contracting requirements
- (c) Canadian Commercial Corporation requirements

1.3 The requirements for the Standing Offer (SO) method of supply are defined in the Supply Manual, chapter 5 (procedures 5.153 to 5.188). As per SM procedure 5.154, the SO method of supply is usually considered when:

- (a) one or more clients repetitively order(s) the same range of goods, services, or both and the actual demand (e.g. quantity, delivery date, delivery point) is not known in advance;
- (b) some of the following conditions are present:
 - (i) the goods, services, or both are well defined;
 - (ii) prearranged prices or a prearranged pricing basis can be established at the outset and there is no need nor any intention to negotiate them at the time of the call-up;
 - (iii) the goods, services, or both are readily available and are to be ordered (called-up) as-and-when the requirement arises;
 - (iv) at the time of the call-up, there is no need nor any intention to further negotiate the terms and conditions;

1.4 Template must be used with:

- (a) 2006 Standard Instructions - Request for Standing Offers - Goods or Services in lieu of Part A of 9403-6, Standard Instructions and Conditions - Standing Offers.
- (b) 2005 General Conditions - Standing Offers - Goods or Services in lieu of Part B of 9403-6.
- (c) one of the following as appropriate:
 - (i) 2029, General Conditions - Goods or Services (Low Dollar Value) **or**
 - (ii) 2010, General Conditions - Goods or Services (Medium Complexity) **or**
 - (iii) 9601, General Conditions - Long Form **or**
 - (iv) 9676, General Conditions - Services **or**
 - (v) 9624, General Conditions - Research & Development.

RFSO Std Instructions 2006	+	SO General Conditions 2005	+	Resulting Contract GC {2029 OR 2010 OR 9601 OR 9676 OR 9624}
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1.5 The RFSO Template is divided into five (parts) plus annexes:

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- (a) Part 1 - General Information;
- (b) Part 2 - Offeror Instructions;
- (c) Part 3 - Offer Preparation Instructions;
- (d) Part 4 - Evaluation Procedures, Basis of Selection and Certifications;
- (e) Part 5:
 - A. Standing Offer; and
 - B. Resulting Contract Clauses; and the Annexes.

- 1.6 For the purposes of the template, the main headings are referred to as “articles”. SACC Manual clauses or other approved clauses added to the template under an article will be addressed as “clauses”.
- 1.7 SACC Manual clauses, other approved clauses and/or annexes for specific commodity needs may be added to the template as necessary for the requirement provided they are not covered within the standard instructions and general conditions applicable to the RFSO.
- (a) SACC Manual clauses in section “5-M” ending with “T” may be added to Part 1 - General Information, Part 2 - Offeror Instructions, Part 3 - Offer Preparation Instructions, Part 4 - Evaluation Procedures, Basis of Selection and Certifications of the RFSO only. If there is no existing section “5-M” clause to address a specific requirement pertaining to Offeror Instruction, SACC Manual clauses from other sections with number ending with “T” may be added subject to modification.
 - (b) SACC Manual clauses in section “5-M” ending with “C” may be added to Part 5 A. Standing Offer only. If there is no existing section “5-M” clause to address a specific requirement pertaining to Part A. Standing Offer, SACC Manual clauses from other sections with number ending with “C” or “D” may be added subject to modification.
 - (c) SACC Manual clauses ending with “C” or “D” with the exception of clauses in section “5-M” may be added to Part 5 B. Resulting Contract Clause.

1.8 TIPS:

Contracting officers must ensure that:

- (a) they know the standard instructions and general conditions so there are no contradictions, inconsistencies and redundancies with the clauses contained in the template, the standard instructions and the general conditions;
- (b) SACC Manual clauses with no blanks to be filled in are incorporated by reference under the article “SACC Manual Clauses” in the applicable portions of the template. While incorporating SACC Manual clauses by reference may be contrary to current procedures identified under the Remarks section of the SACC Manual, this approach is recommended by Legal and must be followed when using the Plain Language Templates;
- (c) SACC Manual clauses with blanks or other clauses are added in full text, under the appropriate article or clause;
- (d) other pertinent clauses, not belonging under existing articles may be added as “stand alone clauses” at the end of the related “Part” of the template to address commodity requirements, as required;
- (e) the Table of Contents is updated to reflect “articles” added as “stand alone” or deleted articles;
- (f) all instructional information contained in the template is removed before issuing the RFSO;
- (g) they take full advantage of the Remarks contained in the templates;
- (h) they always have a hard copy of the “master” template handy as a reference tool (e.g. Remarks, etc.).

1.9 WAY FORWARD

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An introductory paragraph under the RFSO Part I, Article 1 "Introduction" must be included for all Way Forward requirements.

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2T-RFSO1 (15/08/06) Request for Standing Offers Template - Goods or Services

Introduction:

The Request for Standing Offers (RFSO) Template has been developed for use Department-wide as a generic document and must be used to prepare division-specific or commodity-specific templates and, therefore, contains clauses that will not necessarily apply to every procurement.

The Standing Offer Authority must delete all unused choices and the instructional information from the template before issuing the RFSO.

The RFSO Template provides the following:

Legend:

The Template contains remarks in blue italics to assist the Standing Offer Authority in preparing the solicitation.

In the final version of the RFSO, all instructional instructions to the Standing Offer Authority must be removed.

Drafting Conventions:

The Template has been drafted by selecting certain drafting conventions. To ensure consistency in the document, the Standing Offer Authority must observe these drafting conventions in any additional clauses or amendments to the clauses in the RFSO.

Word Chosen	Words not Chosen	Reason for Choice
Offer		"offer" must be used; the term is not capitalized.
Offeror	Supplier/Bidder	"Offeror" has been used in Parts 1, 2, 3, 4 and 5.A. of the RFSO. The Offeror or his authorized representative must sign each Offer submitted.
Contract / Call-up	Agreement	All SACC clauses refer to the "Contract". This term must be capitalized in English only and is used in the clauses under Part 5.B. - Resulting Contract Clauses.
Standing Offer Authority	Contracting Officer / Contracting Authority	"Standing Offer Authority" and "Contracting Authority" are defined under Part 5.A., clause 5.1 of the RFSO. Standing Offer Authority is used in the RFSO, the standard instructions 2006 and the general conditions for standing offers 2005. However, SACC Manual clauses contains "Contracting Authority" and will be incorporated into Part 5.B. of the RFSO.

Templates and Forms

Statement of Work / Requirement	Statement of Requirement	The template allows the Standing Offer Authority to select either "Statement of Work" or "Requirement". It will be necessary to do a spell check to ensure the same word appears throughout the document.
Canada	Crown	Generally, in a contract, rather than referring to Her Majesty as "the Crown", "Canada" should be used.

Modified SACC Manual clauses may include a reference to the clause being "derived from" the relevant SACC Manual clause. The SACC Manual clause numbers should not appear in the published version of the solicitation.

Numbering System:

For the purposes of the template, the main headings are referred to as "articles". SACC Manual clauses or other approved clauses added to the template under an article will be addressed as "clauses". Every article in this RFP contains a unique number. Articles in all parts of the RFSO are numbered 1, .2, etc. Clauses under the articles in all parts of the RFSO numbered 1.1, 1.2, 2.1, 2.1, etc.

2T-RFSO1 (2006-08-15) Request for Standing Offers Template - Goods or Services

TABLE OF CONTENTS

(Add articles to or delete articles from the Table of Contents, as applicable)

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1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATIONS

1. Evaluation Procedures
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3. Security Requirement *(if applicable)*
- X. Certifications *(if applicable)*

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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A. STANDING OFFER

1. Offer
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3. Standard Clauses and Conditions
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11. Priority of Documents
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B. RESULTING CONTRACT CLAUSES

1. Statement of Work **OR** Requirement (*Choose as applicable*)
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
- X. ... (*if applicable*)

List of Annexes: (**CHOOSE AND ADD ANNEXES AS APPLICABLE**)

Annex "X"	Statement of Work OR Requirement (<i>Choose as applicable</i>)
Annex "X"	Basis of Payment
Annex "X"	Security Requirements Checklist

PART 1 - GENERAL INFORMATION

1. Introduction

Remark to Standing Offer Authority: Include the first paragraph if the requirement is part of the Way Forward. *Delete if not applicable.*

The Government of Canada has launched a program to improve the way the government does business, with a focus on identifying and implementing innovative ways to deliver goods and services smarter, faster, and at reduced costs. The Government is using strategic practices to identify suppliers who offer the best price/quality value proposition to Canada and to accelerate cost savings across commodity areas. This work is guided by the Government of Canada's principles of transparency; accountability and high ethical conduct in doing business.

The RFSO Template is divided into five (parts) plus annexes: (i) Part I - General Information; (ii) Part 2 - Offeror Instructions; (iii) Part 3 - Offer Preparation Instructions; (iv) Part 4 - Evaluation Procedures, Basis of Selection and Certifications; (v) Part 5 - A.. Standing Offer and B. Resulting Contract Clauses; and, the Annexes.

Part 1: provides a general description of the requirement.

Part 2: provides the instruction clauses and conditions applicable to the RFSO and states that the Offeror agrees to be bound by the terms and conditions contained in all parts of the RFSO.

Part 3: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified.

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the certifications to be provided, the security requirement, if applicable and the basis of selection.

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- Part 5A: includes the Standing Offer containing the offer from the Offeror and the applicable terms and conditions;
- Part 5.B: includes the clauses or conditions which will apply to any contract resulting from a “call-up” made pursuant to the standing offer .

The Annexes include the *(Choose as applicable: Statement of Work or Requirement, the Basis of Payment and any other annexes; additional annexes must be included in the Table of Contents.)*

Remarks to Standing Offer Authority: The “Summary” below could contain the following, as applicable:

- (i) A brief description of the requirement detailed under Part 5, Article 1 of the RFSO. The description could include enough information for suppliers to decide whether to respond to the RFSO (for example, it may list sub-categories of goods or services along with the key differentiating characteristics);
- (ii) For whom? (identify the client department as the Identified User);
- (iii) The period of the Standing Offer;
- (iv) Key information that a supplier could use in deciding whether to respond to the RFSO (for example, this may include historical volumes, the expected number and scope of the resulting standing offer);
- (v) For requirements subject only to the Agreement for Internal Trade (AIT) where the Canadian Content Policy is applicable and where competition is conditionally limited to offers offering Canadian goods and services, as provided in SACC Manual clauses M4002T, M4005T, and M4006T, the following sentence should be inserted as part of the description of the requirement: “The requirement is subject to a preference for Canadian goods and services.”
- (vi) For requirements subject only to the AIT where the Canadian Content Policy is applicable and where competition is solely limited to offers offering Canadian goods and services, as provided in SACC Manual clauses M4001T, M4003T and M4004T, the following sentence could be inserted as part of the description of the requirement: “The requirement is limited to Canadian goods and services.”;
- (vii) To ensure consistency, the Standing Offer Authority should use the same wording to describe the requirement in the Notice of Proposed Procurement (NPP). The NPP should include a notice if the Canadian Content Policy applies to the requirement.

2. Summary

Remark to Standing Offer Authority: *If there is a security requirement, use the article below. If there is no security requirement, delete this article.*

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 4 - Evaluation Procedures, Basis of Selection and Certifications and Part 5 - Standing Offer and Resulting Contract Clauses.

Remark to the Standing Offer Authority: *If applicable, use this article to add definitions of key technical terms. Do not include definitions of terms that are contained in the general conditions. If some key technical terms are already contained in the SOW, refer to the SOW rather than repeat the same information and risk errors.*

X. Key Terms

Remark to the Standing Offer Authority: *If applicable, use this article when Canada has employed the assistance of private sector contractors in the preparation of a solicitation or statement of work. Examples of SACC Manual clauses to be modified for use: K2205D, K2210T. Legal should be consulted for the appropriate clause, as required.*

X. Conflict of Interest

PART 2 - OFFEROR INSTRUCTIONS

Templates and Forms

Remark to Standing Offer Authority: Refer to information in Section 02 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services.

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the 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 Standing Offer and Resulting Contract(s).

2006 _____ (*insert date*) Standard Instructions - Request for Standing Offers - Goods or Services are incorporated by reference into and form part of the RFSO.

Remark to Standing Offer Authority: The following modification to standard instructions is to be added to the RFSO when the offers are to remain valid for more than 60 days. The Standing Offer Authority will insert the number of days the offer is to remain valid.

2006, Standard Instructions - Request for Standing Offers - Goods or Services, subsection 3.4 is amended as follows:

Delete: sixty (60) days
Insert: _____ (____) days

Remark to Standing Offer Authority: Use SACC Manual clauses for specific instructions not covered by the standard instructions and include by reference, if applicable. Section "5-M" clauses ending with "T" of the SACC Manual may be added in this part, however, if there is no existing section "5-M" clause to address a specific requirement, clauses from other sections with SACC Manual clause number ending with "T" (ex. AXXXXT, etc.) may be added in this part subject to modification.

1.1 SACC Manual Clauses

Remark to Standing Offer Authority: Refer to information in Sections 03 to 08 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services.

2. Submission of Offers

Offers must be submitted by the date, time and place indicated on page 1 of the RFSO.

Remark to Standing Offer Authority: Use the following paragraph where faxed offers are not acceptable.

Due to the nature of the solicitation, transmission of offers by facsimile to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

Remark to Standing Offer Authority: Use SACC Manual clauses for specific instructions and requirements for the submission of offers not covered by the standard instructions and include by reference, if applicable. Section "5-M" clauses ending with "T" of the SACC Manual may be added in this part, however, if there is no existing section "5-M" clause to address a specific requirement, clauses from other sections with SACC Manual clause number ending with "T" (ex. AXXXXT, etc.) may be added in this part subject to modification.

2.1 SACC Manual Clauses

Remark to Standing Offer Authority: Section "5-M" full text clauses ending with "T" of the SACC Manual may be added in this part, however, if there is no existing section "5-M" clause to address a specific requirement, clauses from other sections with SACC Manual clause number ending with "T" (ex. AXXXXT, etc.) may be added in this part subject to modification.

2.2

Remark to Standing Offer Authority: Refer to information in Section 11 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services.

3. Enquiries - RFSO

Templates and Forms

All enquiries must be submitted to the Standing Offer Authority at least (____) ____ (*insert number of calendar days*) calendar days before the RFSO closing date. Enquiries received after that time may not be answered before the RFSO closing date.

Remark to Standing Offer Authority: Indicate the laws of which Canadian province or territory Canada proposes to apply to the standing offer and any resulting contract. The offeror, as instructed, will be able to propose a change to the applicable laws in its offer. For the French version, the word “en” must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word “au” in front of Manitoba, Québec, Nouveau-Brunswick and Yukon, the word “à” in front of Terre-Neuve and l’Île-du-Prince-Édouard, and the words “dans les” in front of Territoires du Nord Ouest.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in _____. (*The Standing Offer Authority must fill in the province or territory.*)

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 that the applicable laws specified are acceptable to the Offeror.

Remark to Standing Offer Authority: Refer to information in Sections 03 to 08 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Offerors must provide copies of their offers in separately bound sections as follows:

Section I: Technical Offer (_____ copies)
Section II: Financial Offer (_____ copies)
Section III: Certifications Requirements (_____ copies)

Price must not appear in any other area of the offer except in the financial offer.

It is requested that offers follow the response format/instructions as detailed below:

- (a) Use 8 ½ x 11 inch bond paper;
- (b) Use a numbering system corresponding to that of the RFSO and Statement of Work.

Section I: Technical Offer

In its technical offer, the Offeror must demonstrate its understanding of the requirement described in the RFSO, as well as demonstrate how the Offeror will meet the requirements as detailed in Part 4, Article 1.1 Technical Evaluation.

Section II: Financial Offer

The Offeror must submit its financial offer in accordance with Annex X - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Remarks to Standing Offer Authority: Use the following clause in full text 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. Delete if not applicable.

Payment by Credit Card

The Offeror is requested to complete the following:

- () 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 _____

Templates and Forms

Master Card _____

OR

- () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Remark to Standing Offer Authority: As applicable, include one of the clauses below in conjunction with "Certifications Precedent to Issuance of Standing Offer" or the "Certifications with the Offer" under Part 4, Article 4 - Certifications.

Section III: Certification Requirements

Certifications Precedent to Issuance of Standing Offer

In order to be issued a standing offer, the certifications detailed in Part 4 under Certifications Precedent to Issuance of Standing Offer are required. These certifications should normally be submitted with the offer, but may be provided afterwards. Canada may declare an offer non-responsive if the certifications are not submitted or completed when requested. Where Canada intends to reject an offer pursuant to this paragraph, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

Compliance with the certifications the Offeror provides to Canada is subject to verification by Canada during the offer evaluation period (before issuance of standing offer) and after issuance of standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's compliance with the certifications before issuance of standing offer. The offer will be declared non-responsive if it is determined that any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

OR

Certifications with the Offer

The certifications detailed in Part 4 under Certifications with the Offer must be completed and submitted with the Offer.

Compliance with the certifications the Offeror provides to Canada is subject to verification by Canada during the offer evaluation period (before issuance of standing offer) and after issuance of standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if it is determined that any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Any failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATIONS

1. Evaluation Procedures

- (a) Offers received will be assessed in accordance with the entire requirement of this Request for Standing Offer including the technical and financial evaluation criteria specified below.

Remark to Standing Offer Authority: *Use the following paragraphs, if applicable)*

- (b) An evaluation team composed of representatives Canada will evaluate the offers.

OR

An evaluation team composed of representatives of Canada and _____ (*insert name of firm or consultant*) will evaluate the offers.

Templates and Forms

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

(Insert mandatory technical criteria, if any.)

1.1.2 Point Rated Criteria

(Insert point rated criteria, if any.)

1.2 Financial Evaluation

1.2.1 *(Insert financial evaluation criteria.)*

2. Basis of Selection

2.1 *(Insert selection criteria. Examples of SACC Manual clauses which may be modified for standing offers: A0031T, A0034T, A0035T, A0036T.)*

Remark to Standing Offer Authority: Use one of the clauses below if there are security requirements.

3. Security Requirement

Remark to Standing Offer Authority: Insert and fill in the clause below if the offeror has until issuance of standing offer to obtain the necessary security clearances. See SM procedure 6C.273.

3.1 Before issuance of standing offer, the following conditions must be met:

- (a) The Offeror must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
- (b) The Offeror's proposed individuals requiring access to _____ information, assets or sensitive work site(s) shall each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

Canada will not delay the issuance of any standing offer to allow offerors to obtain the required clearance.

OR

Remark to Standing Offer Authority: *Insert and fill in the clause below if the offeror must hold the necessary security clearances at the time of offer submission. See SM procedure 6C.273.*

3.1 At the time of offer submission, the following conditions must be met:

- (a) The Offeror must hold a valid _____, issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC); and
- (b) The Offeror's proposed individuals requiring access to _____ information, assets or sensitive work site(s) must each hold a valid personnel security screening at the requisite level of _____, granted or approved by the CIISD of PWGSC.

Remark to Standing Offer Authority: If applicable, use one of the certification clauses contained under this article in conjunction with the applicable clause "Certification Requirements" under Section III.

4. Certifications

Remark to Standing Offer Authority: The certification entitled "Certifications precedent to issuance of standing offer" below will be a condition precedent to issuance of standing offer as opposed to a

Templates and Forms

mandatory requirement for evaluation purposes. This approach is recommended to ensure offers are not rejected during evaluation for lack of certifications. In the event that an offeror does not provide certifications at RFSO closing, the Standing Offer Authority must request these certifications before issuance of standing offer. Failure by the Offeror to comply will render the offer non-responsive.

4.1 Certifications precedent to issuance of standing offer

In order to be considered for issuance of a standing offer, an offeror whose offer is technically and financially responsive, must meet the following conditions:

Remark to Standing Offer Authority: If applicable, use in full text one of the following new clauses which have been added for use in RFSOs: M4015T, Federal Contractors Program for Employment Equity - \$200,000 or more, OR M4016T, Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000.

4.1.1 Federal Contractors Program for Employment Equity - Certification

Remark to Standing Offer Authority: If applicable, use in full text one of the following new clauses in relation to the "Work Force Reduction Programs" which have been added for use in RFSOs: M9103T or M9104T or M9106T. Use in conjunction with new clause M9105C to be added in Part 5A. Standing Offer.

4.1.2 Work Force Reduction Programs

Remark to Standing Offer Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following new certification clauses which have been added for use in RFSOs: M4011T or M4013T or M4014T, for all competitive RFSOs where competition is solely limited to offers offering Canadian Goods and/or Services and where the certification clause is not mandatory with the offer. See SM, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition, and resulting clause M4100C, *Canadian Content Certification, to be added in Part 5A. Standing Offer.*

4.1.3 Canadian Content Certification

Remark to Standing Offer Authority: If applicable, use the applicable SACC Manual clause.

4.1.4 Price OR Rate Certification

OR

Remark to Standing Offer Authority: Use the clause below where the offer must include the certifications with the offer by RFSO closing date. Failure by the offeror to comply will render the offer non-responsive. Delete this clause if it is not applicable.

X.1 Certifications with the offer

In order to be considered for issuance of a standing offer, an offeror whose offer is technically and financially responsive, must meet the following conditions:

Remark to Standing Offer Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following new certification clauses, which have been added for use in RFSOs, for all competitive RFSOs where competition is being conditionally limited (M4002T or M4005T or M4006T) **OR** solely limited (M4001T **OR** M4003T **OR** 4004T) to offers offering Canadian Goods and/or Services and where the certification clause is mandatory with the offer. See Supply Manual, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition and resulting clause M4100C, Canadian Content Certification, to be added in Part 5A. Standing Offer.

X.1.1 Canadian Content Certification

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

Remark to Standing Offer Authority: Choose one of the clauses below.

1. Offer

Templates and Forms

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "X".

OR

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "X".

OR

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "X".

Remark to the Standing Offer Authority: If the requirement does not include a security requirement, delete this article and renumber the paragraphs.

2. Security Requirement

There is a security requirement associated with the requirement.

(Insert applicable clause provided by Canadian International Industrial Security Directorate (CIISD) and insert the SRCL as an Annex.)

Remark to Standing Offer Authority: Refer to information in Section 03 of 2005, General Conditions - Standing Offers - Goods or Services.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting Contract(s) 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>.

3.1 General Conditions

2005 _____ *(insert date)* General Conditions - Standing Offers - Goods or Services apply to and form part of this Standing Offer

Remark to Standing Offer Authority: Unless otherwise authorized by the responsible Commodity Team, use the modified SACC Manual clause M7010C below in multi-departmental (master) standing offers when more than one department is identified as a user of the standing offer. The Standing Offer Authority must attach a list of the data to be reported on by the Offeror as an annex to the standing offer documents. The Value Management Office, Acquisition Renewal Sector, requires as a minimum the data elements that are detailed within the business volume report made available at the Standing Offer Index (<http://soi.pwgsc.gc.ca>).

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Authority. The reported data must include the data shown at Annex "_____."

Quarterly periods are defined as follows:

1st quarter: April 1, to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report. Electronic reports must be completed and forwarded to the PWGSC Standing Offer Authority no later than 15 calendar days after the end of the quarterly period.

Templates and Forms

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

4. Term of Standing Offer

Remark to Standing Offer authority: The first clause below provides that a call up must be made during the period of the Standing Offer but that the work under the call-up can continue beyond the period of the Standing Offer. In exceptional circumstances where services must be rendered before the end of the period stated, use the second clause below as the alternate clause.

4.1 Period of Standing Offer

The period for making Call-ups against the Standing Offer is from _____ to _____.

OR

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

Remark to Standing Offer Authority: If applicable, add revised clause M9014C, Extension of Standing Offer.

4.2 Extension of Standing Offer

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

_____ (Name of Standing Offer Authority)
_____ (Title)

Public Works and Government Services Canada
Acquisitions Branch

_____ (Fill in) Directorate
_____ (Fill in Address)

Telephone: (____) _____

Facsimile: (____) _____

E-mail address: _____

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

Remark to Standing Offer Authority: Use one of the clauses below, if applicable. The first clause is to be used when there is one designated user and is to be filled in at issuance of the standing offer only. The second clause is to be used when there is more than one designated user and the project authority will be identified in the call-up.

5.2 Project Authority

The Project Authority for the Standing Offer is:

_____ (Name of Project Authority)
_____ (Title)

_____ (Fill in Organization)
_____ (Fill in Address)

Templates and Forms

Telephone: (____) _____
Facsimile: (____) _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

OR

The Project Authority for the Standing Offer is identified in the call-up.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror Contacts
(Fill in or delete, as applicable).

Remark to Standing Offer Authority: Choose one of the suggested clauses below, if applicable.

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV and V of the *Financial Administration Act*, R.S.C. 1985, c. F-11.

OR

Remark to Standing Offer Authority: Use the clause when the standing offer is limited to a specific user. For more than one user, modify accordingly.

The Identified User authorized to make call-ups against the Standing Offer is : _____

Remark to Standing Offer Authority: A ranking methodology for multiple standing offers may be used, if applicable. Refer to SM procedure 5.180, Multiple Standing Offers, to establish the appropriate ranking methodologies applicable to your requirement.

7. Call-up Procedures

Remark to Standing Offer Authority: Refer to SM procedure 5.184 for forms to use for making and/or confirming call-ups against the Standing Offer. If applicable, refer to the article "Payment by Credit Card" for call-ups made with Government of Canada Acquisition Cards.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form _____ (indicate the form number and title to be used, e.g. PWGSC-TPSGC 942, "Call-up Against a Standing Offer", etc.) or electronic document.

Remark to Standing Offer Authority: Insert and complete the clause below, if applicable. Refer to SM procedures 5.164 and 5.166 on Treasury Board Contracting Limits.

9. Limitation of Call-ups

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

Remark to Standing Offer Authority: If applicable, use the revised SACC Manual clause M4506C below in standing offers where there is a need to include a Limitation of Expenditure on the total value of the call-ups. Refer to SM procedure 5.170.

10. Limitation of Expenditure

Templates and Forms

Remark to Standing Offer Authority: The order of documents shown below reflects current policy and legal advice. The Standing Offer Authority must amend the list to reflect the documents applicable to each standing offer and list the annexes by order of priority, as applicable.

11. Priority of Documents

If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears on the list has priority 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 Standing Offer;
3. *(Standing Offer Authority to delete if not applicable)* the supplemental general conditions _____; *(Insert number and title)*
4. General Conditions _____; *(insert number and title)*
5. Annex "_____" - _____;
6. Annex "_____" - _____;
7. the Offeror's offer _____ *(insert date of offer)*, as amended _____. *(insert date(s) of amendment(s)- if applicable)*

12. Certifications

12.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

Remark to Standing Offer Authority: Ensure the applicable law selected by the Offeror, or in the absence of such selection, the law indicated in the Request for Standing Offers, is inserted in the blank. The Offeror, as instructed, will be able to propose a change to the applicable laws in its offer. For the French version of the clause, the term "in" was not translated because there is no such common term in French for all the provinces and territory. Therefore, the word "en" must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word "au" in front of Manitoba, Québec, Nouveau-Brunswick and Yukon, the word "à" in front of Terre-Neuve and l'Île-du-Prince-Édouard, and the words "dans les" in front of Territoires du Nord Ouest.

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in _____ *(The Standing Offer Authority must fill in the province or territory as specified by the Offeror in its offer).*

Remark to Standing Offer Authority: If applicable, insert in full text additional Section "5-M" SACC Manual clauses ending with "C" in this part as stand alone clauses with appropriate numbering.

14. (...)

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

Remark to Standing Offer Authority: Choose one of the clauses below.

1. Statement of Work OR Requirement

The Contractor must perform the Work described in the Call-up.

OR

Templates and Forms

The Contractor must provide the items detailed in the Call-up.

2. Standard Clauses and Conditions

Remark to Standing Offer Authority: Choose one of the general conditions below for the resulting contract.

2.1 General Conditions

2029 _____ (*insert date*) General Conditions - Goods and Services (Low Dollar Value) apply to and form part of the Contract.

OR

2010 _____ (*insert date*) General Conditions - Goods and Services (Medium Complexity) apply to and form part of the Contract.

OR

9601 _____ (*insert date*) General Conditions - Long Form, apply to and form part of the Contract.

OR

9676 _____ (*insert date*) General Conditions - Services, apply to and form part of the Contract.

OR

9624 _____ (*insert date*) General Conditions - Research and Development, apply to and form part of the Contract.

Remark to Standing Offer Authority: Use the following clause when payment by credit cards is accepted by the Offeror.

Section _____ (*insert section number*) Payment and Interest on Overdue Accounts of _____ (*date of applicable general conditions*) will not apply to payments made by credit cards at point of sale.

Remark to Standing Offer Authority: Specific SACC Manual clauses not already covered by the general conditions and not part of Section 5-M may be added, if applicable.

2.2 SACC Manual Clauses

Remark to Standing Offer Authority: Choose one of the clauses below.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the Call-up.

OR

3.1 Period of Contract

The Work must be completed in accordance with the Call-up.

Remark to Standing Offer Authority: No section "5-M" clause of the SACC Manual is to be added in part 5B - Resulting Contract Clauses . Only clauses from sections other than "5-M" which are used for contracts and have a SACC number ending with "C" or "D" may be added. Fill in the appropriate SACC Manual clauses or approved clause related to Basis of Payment, Limitation of Expenditure, Method of Payment, audit and taxes not covered in the general conditions.

4. Payment

4.1 Basis of Payment

(*Fill-in, as applicable*)

Templates and Forms

Remark to Standing Offer Authority: No section “5-M” clause of the SACC Manual is to be added in part 5B - Resulting Contract Clause. Only clauses from sections other than “5-M” which are used for contracts and have a SACC Manual number ending with “C” or “D” may be added. If applicable, use, in full text, the applicable SACC Manual clause C6001C, Limitation of Expenditure. Alternatively, use SACC Manual clause C6000C by reference under SACC Manual Clauses and renumber accordingly.

4.2 Limitation of Expenditure

4.3 Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work, and upon presentation of invoices and any other substantiating documentation as Canada requires.

Remark to Standing Offer Authority: No section “5-M” clause of the SACC Manual is to be added in Part 5B - Resulting Contract Clause. Only clauses from sections other than “5-M” which are used for contracts and have a SACC Manual clause number ending with “C” or “D” may be added. Use SACC Manual reference clauses, if applicable. Examples of SACC Manual clauses to include by reference: A9116C, A9117C, C0100D, C0101D, C2000D, C2605D, C2610D, C6000C, H1000D, H1001D, H3023C.

4.4 SACC Manual Clauses

Remark to Standing Offer Authority: If applicable, insert and complete the following clause if the Payment by Credit Card clause is used under Part 3, Section II - Financial Offer. Refer to Section 6 of Treasury Board Policy on Government of Canada Acquisition Cards which stipulates “Records of purchases made with acquisition cards must be kept for audit trail purposes and to facilitate reconciliation and account verification (e.g. requisitions, logs of transactions made by telephone, acquisition card receipts, other receipts or statements).

4.5 Payment by Credit Card *(The Standing Offer Authority must complete one of the clauses if the Offeror has accepted payment by credit card(s){Visa, Master Card} as specified by the Offeror under Part 3 of the RFSO.)*

(Use this clause if only one credit card is accepted)
The following credit card is accepted: _____.

OR

(Use this clause if more than one credit card are accepted)
The following credit cards are accepted: _____ and _____.

Remark to Standing Offer Authority: Choose one of the clauses below based on the general conditions applicable to the requirement. Refer to the appropriate sections in the general conditions for information related to Invoice Submission, Payment and Interest on Overdue Accounts. Use other applicable SACC Manual clauses or other approved clauses related to Invoicing Instructions. No section “5-M” clause of the SACC Manual is to be added in Part 5B - Resulting Contract Clause. Only clauses from sections other than “5-M” which are used for contracts and have a SACC Manual clause number ending with “C” or “D” may be added. Invoicing Instructions also cover progress claims and therefore any reference to invoice would also cover progress claims.

5. Invoicing Instructions

The Contractor must submit his invoices in accordance with the information required in Section 08, Invoice Submission, of the 2010, General Conditions - Goods or Services (Medium Complexity).

OR

The Contractor must submit his invoices in accordance with the information required in Section 05, Invoice Submission, of the 2029, General Conditions - Goods or Services (Low Dollar Value).

OR

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The Contractor must submit his invoices in accordance with the information required in Section 39, Invoice Submission, of the 9601, General Conditions - Long Form.

OR

The Contractor must submit his invoices in accordance with the information required in Section 36, Invoice Submission, of the 9676, General Conditions - Services.

OR

The Contractor must submit his invoices in accordance with the information required in Section 46, Invoice Submission, of the 9624, General Conditions - Research & Development.

Remark to Standing Offer Authority: No section "5-M" clause of the SACC Manual is to be added in Part 5B - Resulting Contract Clauses. Insert additional SACC Manual reference clauses ending with "C" or "D" not belonging under existing articles. Examples: A9131C, B1501C, B4030C, B4031C, B7500C, etc.

6. SACC Manual Clauses

Remark to Standing Offer Authority: No section "5-M" clause of the SACC Manual is to be added in Part 5B - Resulting Contract Clauses. Only clauses from sections other than "5-M" which are used for contracts and have a SACC Manual clause number ending with "C" or "D" may be added. Insert additional full text clauses not belonging under existing articles as stand alone clauses with appropriate numbering.

7. (...)

Templates and Forms

Annex X

STATEMENT OF WORK
OR
REQUIREMENT

(Insert as appropriate)

Templates and Forms

Annex X

BASIS OF PAYMENT

(Insert as appropriate)

Templates and Forms

Annex X

SECURITY REQUIREMENTS CHECK LIST

(SRCL must be inserted, if applicable)