
Section 5

A - Instructions to Bidders / Contractors

A - Instructions to Bidders / Contractors

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

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

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

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

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

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

Effective 16/12/05, this clause is superseded by A0000C.

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

Effective 29/10/93, this clause is superseded by A0000T.

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

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

A0000T (16/06/06) Standard Instructions, Clauses and Conditions

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

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

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

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

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

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

Effective 16/06/06, this clause is superseded by A0000T.

A0001T (01/12/92) Survey of Facilities

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

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

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 31/03/95.

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

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

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

This clause is cancelled effective 16/12/05.

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

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

A0006T (01/12/00) Request for Proposal

This clause is cancelled effective 13/12/02.

A0006T (29/10/93) Request for Proposal

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

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

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

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

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

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A0009T (01/06/91) Instructions to Suppliers

This clause is cancelled effective 01/12/92.

A0010T (01/06/91) Instructions to Suppliers

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may include this clause in the contract. Use if applicable when a project schedule has not been requested elsewhere in the contract. Use the clause in conjunction with A0011T.

A0011C (16/06/06) Project Schedule

1. The Contractor must provide a detailed project schedule in _____ (fill-in with: "network", "Gantt chart", or "detailed bar chart") format to the Contracting Authority and the _____ (fill-in with: Technical, Project, or Inspection) Authority _____ () weeks after award of Contract. This schedule must highlight the specific dates for the events listed below and all items listed in Annex _____.
2. The Contractor's schedule must include target dates for each of the following significant events:
 - (a) _____;
 - (b) _____;
 - (c) _____;
 - (d) _____;
 - (e) _____;
 - (f) _____;
 - (g) _____.

(Option: Contracting officers may include the following paragraph, but are advised that any update to the Contractor's schedule would then constitute an amendment to the Contract.)

3. The schedule is to be regularly updated and available in the Contractor's office for review by Canada's authorities to determine the progress of the Work.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may include this clause in the bid solicitation. Use if applicable when a project schedule has not been requested elsewhere in the bid solicitation. Use the clause in conjunction with A0011C.

A0011T (16/06/06) Project Schedule

1. As part of its technical bid, the Bidder must propose its preliminary project schedule, in _____ (fill-in with: "network", "Gantt chart" or "detailed bar chart") format. The project schedule must include the Bidder's work breakdown structure, the scheduling of main activities and milestone events, and any potential problem areas involved in completing the Work.
2. The Bidder's schedule must also provide a target date for each of the following significant events:

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- (a) _____;
 - (b) _____;
 - (c) _____;
 - (d) _____;
 - (e) _____;
 - (f) _____;
 - (g) _____.
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A0011T (13/12/02) Work Schedule

Effective 16/06/06, this clause is superseded by A0011T.

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

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

A0012T (15/08/06) Communications - Solicitation Period

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

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

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

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

Effective 16/08/06, this clause is superseded by A0012T.

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

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

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

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

A0015T (15/12/95) Evaluation of Bids

This clause is cancelled effective 30/05/03.

A0015T (31/03/95) Evaluation of Bids

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

A0016T (01/06/91) Notes to Bidders

This clause is cancelled effective 29/10/93.

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

A0017T (16/12/05) Public Bid Opening

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

A0017T (29/10/93) Public Opening

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

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A0018T (24/05/02) Motors - Specifications

This clause is cancelled effective 16/12/05.

A0018T (29/10/93) Motors - Specifications

A0019T (31/01/92) Assessment

This clause is cancelled effective 29/10/93.

Remarks: Use this clause whenever Canada may need additional information or a site survey to verify that the bidder has the necessary capabilities to fulfill the requirements of the bid solicitation.

A0020T (16/06/06) Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities, and/or examine their technical, managerial, and financial capabilities, to determine if they are adequate to meet the requirements of the bid solicitation;
- (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

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A0020T (16/12/05) Conduct of Evaluation

Effective 16/06/06, this clause is superseded by A0020T.

A0021T (01/08/92) Enquiries

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

A0022T (01/08/92) Enquiries

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

A0023T (15/06/98) Presentation of Proposals

This clause is cancelled effective 16/12/05.

A0023T (31/03/95) Presentation of Proposals

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

A0024D (01/08/92) Presentation of Offers

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

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A0025C (31/01/92) Basis of Selection

This clause is cancelled effective 29/10/93.

A0026D (01/08/92) Basis of Selection

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

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

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

A0028D (31/01/92) Completion of Proposal

This clause is cancelled effective 29/10/93.

A0029T (29/10/93) Evaluation of Proposals

This clause is cancelled effective 16/12/05.

A0029T (01/08/92) Evaluation of Proposals

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

A0030T (31/01/92) Basis of Selection

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

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

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

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

A0031T (31/03/95) Basis of Selection

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

A0032T (31/01/92) Basis of Selection

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

A0033T (31/01/92) Basis of Selection

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in conjunction with mandatory evaluation criteria and criteria subject to point rating where the selection will be on the basis of the lowest-priced responsive bid.

Do not use for Low Dollar Value requirements if the Plain Language template 2T-LDV1 is used with standard instructions 2003.

Contracting officers are required to choose among three (3) options at paragraph (b), appropriately fill-in the selected paragraph, when required, and delete the unused paragraphs:

Choose the first paragraph (b) when bidders must obtain a minimum percentage of available points, and that percentage is specified in the clause.

Choose the second paragraph (b) when bidders must obtain a minimum number of available points, and that number is specified in the clause.

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Choose the third paragraph (b) when bidders must obtain a minimum number of available points, and that number is not specified in the clause but rather in another area of the bid solicitation.

A0034T (16/06/06) Basis of Selection - Minimum Point Rating

1. To be considered responsive, a bid must:
 - (a) meet all the mandatory requirements of the bid solicitation; and
 - (b) obtain the required minimum of _____ (*Insert minimum percentage of points*) percent of the points for the criteria which are subject to point rating specified in the bid solicitation. The rating is performed on a scale of _____ (*Insert total number of available points*) points.

OR

 - (b) obtain the required minimum of _____ (*Insert minimum number of points*) points for the criteria which are subject to point rating specified in the bid solicitation. The rating is performed on a scale of _____ (*Insert total number of available points*) points.

OR

 - (b) obtain the required minimum points for the criteria which are subject to point rating specified in the bid solicitation.
 2. Bids not meeting (a) or (b) above will be given no further consideration. The lowest-priced responsive bid will be recommended for award of a contract.
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A0034T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0034T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in conjunction with mandatory evaluation criteria and criteria subject to point rating where the selection will be on the basis of the lowest price per point.

Do not use for Low Dollar Value requirements if the Plain Language template 2T-LDV1 is used with standard instructions 2003.

Contracting officers are required to choose among three (3) options at paragraph (b), appropriately fill-in the selected paragraph, when required, and delete the unused paragraphs:

Choose the first paragraph (b) when bidders must obtain a minimum percentage of available points, and that percentage is specified in the clause.

Choose the second paragraph (b) when bidders must obtain a minimum number of available points, and that number is specified in the clause.

Choose the third paragraph (b) when bidders must obtain a minimum number of available points, and that number is not specified in the clause but rather in another area of the bid solicitation.

A0035T (16/06/06) Basis of Selection - Lowest Price Per Point

1. To be considered responsive, a bid must:

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- (a) meet all the mandatory requirements of the bid solicitation; and
- (b) obtain the required minimum of _____ (*Insert minimum percentage of points*) percent of the points for the criteria which are subject to point rating specified in the bid solicitation. The rating is performed on a scale of _____ (*Insert total number of available points*) points.

OR

- (b) obtain the required minimum of _____ (*Insert minimum number of points*) points for the criteria which are subject to point rating specified in the bid solicitation. The rating is performed on a scale of _____ (*Insert total number of available points*) points.

OR

- (b) obtain the required minimum points for the criteria which are subject to point rating specified in the bid solicitation.

2. Bids not meeting (a) or (b) above will be given no further consideration. Neither the responsive bid that scores the highest number of rated points nor the one that contains the lowest price will necessarily be accepted. The responsive bid with the lowest price per rated point will be recommended for award of a contract.

A0035T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0035T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in conjunction with mandatory evaluation criteria and criteria subject to point rating where the selection will be on the basis of the highest rated within budget. Use this clause in conjunction with A0210T or some other clause which indicates to prospective bidders the maximum funding available.

Do not use for Low Dollar Value requirements if the Plain Language template 2T-LDV1 is used with standard instructions 2003.

Contracting officers are required to choose among three (3) options at paragraph (b), appropriately fill-in the selected paragraph, when required, and delete the unused paragraphs:

Choose the first paragraph (b) when bidders must obtain a minimum percentage of available points, and that percentage is specified in the clause.

Choose the second paragraph (b) when bidders must obtain a minimum number of available points, and that number is specified in the clause.

Choose the third paragraph (b) when bidders must obtain a minimum number of available points, and that number is not specified in the clause but rather in another area of the bid solicitation.

A0036T (16/06/06) Basis of Selection - Highest Rated Within Budget

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

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The rating is performed on a scale of ____ (*Insert total number of available points*) points.

OR

- (b) obtain the required minimum of ____ (*Insert minimum number of points*) points for the criteria which are subject to point rating specified in the bid solicitation. The rating is performed on a scale of ____ (*Insert total number of available points*) points.

OR

- (b) obtain the required minimum points for the criteria which are subject to point rating specified in the bid solicitation.

2. Bids not meeting (a) or (b) above will be given no further consideration. The responsive bid that scores the highest number of rated points will be recommended for award of a contract, provided that the estimated total price does not exceed the available budget for this requirement.
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A0036T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0036T.

A0037T (13/12/99) Instructions to Proposers

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

Remarks: Use the following clause in contracts covering air charters for the transportation of goods and passengers.

Contracting officers are reminded that the word "Identified User" needs to be defined in the standing offer to ensure that the identity of the user is clearly established.

A0038C (16/06/06) Air Transportation

1. The Contractor must comply with the provisions of the *Canada Transportation Act, S.C. 1996, c. 10*, the *Aeronautics Act, R.S.C. 1985, c. A-2*, the *Canadian Aviation Regulations, SOR/96-433* and with all regulations, directions, orders and rules made pursuant to those Acts which are applicable to the services to be performed under the Contract. In particular, the Contractor must hold a valid Air Operator Certificate issued by Transport Canada and a valid licence issued by the Canadian Transportation Agency.
2. The pilot-in-command of the aircraft must receive and act upon instructions given by the authorized representative of the Identified User in respect of the scheduling and operational use of the aircraft, subject to the serviceability and weather conditions.
3. When, for safety or other reasons, the Contractor or pilot-in-command temporarily suspends a flight or any portion of the specified service, the Identified User will have the right to demand a written statement of cause.

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4. The aircraft provided for the purpose of this charter must be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en route and destination; and with an Emergency Locator Transmitter (ELT).
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A0038T (13/12/02) Air Transport

Effective 16/06/06, this clause is superseded by A0038C.

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

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

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

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

A0041T (01/08/92) Technical Proposal

This clause is cancelled effective 31/03/95.

A0041T (31/01/92) Technical Proposal

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

A0042T (01/08/92) Technical Proposal

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

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A0043T (29/10/93) Facility Evaluation

Effective 16/06/06, this clause is superseded by A0020T.

A0044T (31/01/92) Facility Evaluation

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

A0045D (31/01/92) Offer Cost

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

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

Effective 16/06/06, this clause is superseded by A0038C.

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

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

A0047D (31/01/92) Notes to Proposer

This clause is cancelled effective 29/10/93.

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A0048T (01/05/96) Notice to Bidders

This clause is cancelled effective 03/02/97.

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

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

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

This clause is cancelled effective 15/12/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may use the following clause in bid solicitations issued by Public Works and Government Services Canada headquarters when bids must be submitted to the Bid Receiving Unit.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

Contracting officers must also ensure that the bid receiving address on page 1 of the bid solicitation document is correct.

A0050T (16/06/06) Bid Receiving Unit (Headquarters)

Bids must be submitted by the date and time indicated on page 1 of the bid solicitation to the following address:

Department of Public Works and Government Services
Bid Receiving Unit
Portage III, OA1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Fax No.: (819) 997-9776

(NOTE TO CONTRACTING OFFICER: If facsimiles will not be accepted, delete the facsimile number and include the sentence below.)

Bids submitted by facsimile will not be accepted. Bids must be submitted to the following address:

Department of Public Works and Government Services
Bid Receiving Unit
Portage III, OA1
11 Laurier Street
Gatineau, Quebec K1A 0S5

Fax No.: (819) 997-9776

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

Effective 16/06/05, this clause is superseded by A0050T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may use the following clause in bid solicitations issued by Public Works and Government Services Canada regional offices, or when bids must be submitted directly to the contracting officer.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

Contracting officers must ensure that the bid receiving address on page 1 of the bid solicitation document is correct.

A0051T (16/06/06) Bid Receiving Address

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

(NOTE TO CONTRACTING OFFICER: Include the following sentence if applicable).

Bids submitted by facsimile will not be accepted.

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

Effective 16/06/06, this clause is superseded by A0051T.

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

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

A0052T (16/12/05) Bid Cost

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

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A0052T (15/12/95) Offer Cost

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

Remarks: Use the following clause in bid solicitations when references to information not submitted with the bid, such as website addresses, will not be considered in the bid evaluation.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

A0053T (16/06/06) Supporting Documentation

Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

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

Effective 16/06/06, this clause is superseded by A0053T.

Remarks: Use the following clause in bid solicitations when the specified format applies.

Do not use for Medium Complexity requirements if the Plain Language template 2T-MED1 is used with standard instructions 2003.

A0054T (16/06/06) Bid Format and Numbering System

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 and Statement of Work.
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A0054T (21/06/99) Proposal Format

Effective 16/06/06, this clause is superseded by A0054T.

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations when all bids submitted must include separate parts. These parts will normally include a technical bid, a financial bid and certifications, but may also include a management bid or other parts. Contracting officers must fill in the blanks with the number of copies required and the number of separate bid parts.

Contracting officers may delete "management bid" and add other bid parts, as appropriate.

Do not use for Medium Complexity requirements if the Plain Language template 2T-MED1 is used.

A0055T (16/06/06) Bid - Number of Copies

1. Bidders must provide _____ copies of their bid in _____ () separate parts, as follows:
 - (a) Technical Bid;
 - (b) Financial Bid;
 - (c) Management Bid;
 - (d) Certifications; and
 - (e) _____.

2. Prices must only appear in the Financial Bid and in no other part of the bid.

A0055T (01/05/96) Proposal

Effective 16/06/06, this clause is superseded by A0055T.

A0056T (01/05/96) Technical Proposal Evaluation

This clause is cancelled effective 16/06/06.

A0057T (01/05/96) Technical Proposal

This clause is cancelled effective 16/06/06.

A0058T (01/05/96) Financial Proposal

This clause is cancelled effective 16/06/06.

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A0059T (01/12/00) Financial Proposal

This clause is cancelled effective 16/06/06.

A0059T (01/05/96) Financial Proposal

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

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

Effective 16/06/06, this clause is superseded by A0055T.

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

This clause is cancelled effective 16/06/06.

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

This clause is cancelled effective 16/06/06.

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

This clause is cancelled effective 16/06/06.

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A0063T (01/05/96) Evaluation Procedures of Proposals

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

A0064T (15/09/97) Cost Proposal Evaluation

This clause is cancelled effective 16/06/06.

A0064T (01/05/96) Cost Proposal Evaluation

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

A0065T (15/09/97) Cost Proposal Evaluation

This clause is cancelled effective 16/06/06.

A0065T (01/05/96) Cost Proposal Evaluation

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may include this clause in the section of the bid solicitation relating to the preparation of financial bids.

A0066T (16/06/06) Pricing - All Items

Bidders must submit firm prices/rates for all items listed in Annex(es) " ____ ".

A - Instructions to Bidders / Contractors

A0066T (01/05/96) Item Pricing

Effective 16/06/06, this clause is superseded by A0066T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may include this clause in the section of their bid solicitations relating to the preparation of financial bids.

A0067T (16/06/06) Pricing - Groups of Items

Bidders may submit prices/rates for one or multiple groups of items listed below. However, bidders must submit prices/rates for all items listed in the group(s) of items for which the bidders submit prices/rates. The groups of items are as follows:

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

A0067T (01/05/96) Item Pricing

Effective 16/06/06, this clause is superseded by A0067T.

A0200T (31/03/95) Evaluation Criteria

This clause is cancelled effective 16/06/06.

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

Effective 16/06/06, this clause is superseded by A0055T.

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

A - Instructions to Bidders / Contractors

A0210T (16/12/05) Maximum Funding

A - Instructions to Bidders / Contractors

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

A0210T (15/09/97) Maximum Funding

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

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

A0220T (16/12/05) Evaluation of Price

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

A0220T (15/09/97) Evaluation of Price

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

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

A0221T (15/09/97) Evaluation of Price

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

A - Instructions to Bidders / Contractors

A0221T (01/05/96) Evaluation of Price

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

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

This clause is cancelled effective 16/06/06.

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

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

A0240T (10/12/04) Vessel Transfer Costs

1. The evaluation price shall include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the Work will be executed and the cost of transferring the vessel to its home port following completion of the Work, in accordance with the following:
2. (a) The Bidder shall enter below the location of the shipyard/ship repair facility where it proposes to execute the Work together with the applicable vessel transfer cost from the list provided under subsection 3 of this clause:

Bidder to enter:

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

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

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

A - Instructions to Bidders / Contractors

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

Vessel: _____
Home port: _____

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

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

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

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

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

_____	_____
_____	_____
_____	_____
_____	_____

A0240T (15/09/97) Vessel Transfer Costs

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

A0250T (31/03/95) Evaluating Methodology

This clause is cancelled effective 16/12/05.

A0260T (31/03/95) Method of Evaluation

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

A - Instructions to Bidders / Contractors

A0265T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0034T.

A0270T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0035T.

A0275T (31/03/95) Basis of Selection

Effective 16/06/06, this clause is superseded by A0036T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when bidders are required to provide specific documents with their bids (*examples: proof of insurance, letter of credit, list of subcontractors, etc.*). Use this clause in conjunction with either A0031T, A0034T, A0035T, A0036T. Insert this clause under the mandatory requirements of the evaluation criteria in the bid solicitation.

When using the Medium Complexity template 2T-MED1, insert this clause in Annex X - Evaluation Criteria and Basis of Selection under Part 1 (*Evaluation Criteria*), article 1 (*Mandatory Requirements*).

A0280T (16/06/06) Document Required for Bid Evaluation Purposes

The Bidder must provide the following documents with its bid:

1. _____
 2. _____
 3. _____
-
-

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

Effective 16/06/06, this clause is superseded by A0280T.

A - Instructions to Bidders / Contractors

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

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

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

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

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

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

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

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

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

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

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

1. **Category #1 - New Material**

A - Instructions to Bidders / Contractors

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

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

2. Category #2 - New Surplus Materiel

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

3. Category #3 - Other Condition

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

Deliverable End Item Grid

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

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

Requirements for Airworthiness Certification

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

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

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

A - Instructions to Bidders / Contractors

- (b) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
- "I certify that the aeronautical product described herein conforms to the applicable design data and is in a condition for safe operations."*
- (c) identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, shall be supplied with a Certificate of Conformance, namely:
- (a) form TCCA 24-0078, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years prior to contract award;
- (b) FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector; within the two (2) years prior to contract award;
- (c) Joint Aviation Authorities (JAA) Form One, Authorised Release Certificate, signed by a JAA authorized inspector, within the two (2) years prior to contract award;
- (d) European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years prior to contract award; or
- (e) OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
- (i) positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
- (ii) either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
- "I certify that the aeronautical product described herein conforms to the applicable design data and is in a condition for safe operations".*
- (iii) identification of both the authorized signatory and organization.
3. Bidders shall specify which one of the documents identified will be provided for each item required to be supplied in response to this Request for Proposal.

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

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

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

A - Instructions to Bidders / Contractors

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

A - Instructions to Bidders / Contractors

1. The Part Number(s) and NATO Supply Code(s) for Manufacturers (NSCM(s)), or the Commercial And Government Entity (CAGE) code(s) indicated herein are the only Part Number(s) and NSCM/Cage Code(s) known to Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed. Should a bidder propose an alternative Part Number or NSCM/Cage Code and be under consideration for award of a contract to supply the item(s), that bidder must provide upon request and within three (3) working days after notification of the request, the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the item(s) proposed to be supplied has form, fit and function characteristics equivalent to the Part Number(s) and NSCM/Cage Code(s) indicated herein. It is also acceptable that the necessary technical information be supplied at the same time as the bid.
2. Failure to provide the required data, either with the bid or within three (3) working days after notification of the request, will render the bid non-compliant in respect of the item(s) for which such information was requested.
3. If the part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the item chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer).
4. Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of an item proposed is in fact authorized by the OEM to produce that item or supplies that item to the OEM.
5. In the event the Bidder proposes to supply equivalent item(s) not in the NSCM/Cage Code(s) or the Part Number(s) specified herein, the Bidder must complete in full and supply with its bid a "Substitution Notice" as detailed in Annex 'A' to the bid solicitation.
6. Records of the manufacturer sufficient to constitute proof of origin must be available for review, and must be retained and maintained by the successful bidder for three (3) years following delivery of the last item under the contract. Such records shall include the following:
 - (a) sufficient information to identify the item by type, class, style, grade (including lot or batch number), cast number, the source of the part, and the date and place of manufacture, as appropriate;
 - (b) the name and description (or other positive identification) of, and the application issue of, the specification, drawing, process and inspection requirements, as appropriate;
 - (c) records of all inspections and tests carried out, including those carried out on behalf of either the manufacturer or the successful bidder;
 - (d) copies of any Certificate of Conformance or Certificate of Compliance issued by the manufacturer;
 - (e) and any other relevant technical data.

ANNEX 'A'

SUBSTITUTION NOTICE

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

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

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3. Proposed Change(s) _____

(a) Part Number: _____

(b) NSCM/CAGE Code: _____

(c) Other: _____

4. Reason for Change/Supporting Data:

A1001C (01/06/91) Science Contracting Officer

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

A1002C (01/06/91) Science Contracting Officer

This clause is cancelled effective 15/09/97.

A1003C (01/06/91) Scientific Authority

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

A1004C (15/09/97) Technical Liaison Officer

This clause is cancelled effective 16/06/06.

A - Instructions to Bidders / Contractors

A1004C (29/10/93) **Technical Liaison Officer**

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

A1005D (31/03/95) **Site Authority**

This clause is cancelled effective 16/06/06.

A1005D (01/06/91) **Site Authority**

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

A1006C (01/06/91) **Authorities**

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

A1007C (01/06/91) **Authorities**

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

A1008T (01/06/91) **Examination of Site**

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

Remarks: Use the following clause when Canada's representatives may need to access work site(s) or the contractor's facilities during the contract period. Use only in conjunction with general conditions 2010 or 2029; not with 9601, 9624 and 9676 as the subject is already covered under the inspection provision.

A - Instructions to Bidders / Contractors

A1009C (16/06/06) Work Site Access

Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

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

Effective 16/06/06, this clause is superseded by A1009C.

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

This clause is cancelled effective 01/12/92.

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

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

A1012D (01/08/92) Authorities

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

A1013D (01/08/92) Enquiries

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

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

This clause is cancelled effective 15/09/97.

A - Instructions to Bidders / Contractors

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

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

A1014T (01/08/92) Authorities

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

A1021D (01/08/92) Administrative Authority

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the term "Project Authority" is to be included in the contract (as requested by the client department). If the term "Technical Authority" is to be used instead, refer to clause A1030C. If both terms "Project Authority" and "Technical Authority" are required in the contract, contracting officers must revise the responsibilities of both authorities to reflect their respective roles.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used because the text below is already included in the templates.

A1022C (16/06/06) Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: () ____ - ____

Facsimile: () ____ - ____

E-mail: _____

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 matters 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.

A - Instructions to Bidders / Contractors

A1022D (31/03/95) Project Authority

Effective 16/06/06, this clause is superseded by A1022C.

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

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used.

A1024C (16/06/06) Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
_____ Directorate

Address: _____

Telephone: () ____ - ____

Facsimile: () ____ - ____

E-mail: _____

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.

A1024C (29/10/93) Authority, Contracting

Effective 16/06/06, this clause is superseded by A1024C.

A1026C (31/01/92) Authorities

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

A - Instructions to Bidders / Contractors

A1027C (01/08/92) Authorities

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

A1028D (31/01/92) Enquiries

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

A1029C (31/03/95) Technical Authority

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when the term "Technical Authority" is to be included in the contract (as requested by the client department). If the term "Project Authority" is to be used instead, refer to clause A1022C. If both terms "Technical Authority" and "Project Authority" are required in the contract, contracting officers must revise the responsibilities of both authorities to reflect their respective roles.

For Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used, insert this clause, if applicable, in the Resulting Contract Part, under "Authorities".

A1030C (16/06/06) Technical Authority

The Technical Authority for the Contract is:

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

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

The Technical 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 matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

A - Instructions to Bidders / Contractors

A1030C (15/12/95) Technical Authority

Effective 16/06/06, this clause is superseded by A1030C.

Remarks: Use the following clause where the description of the services to be performed could give the impression or lead to the interpretation that a partnership could be established between the contractor and Canada. Contracting officers must not solely rely on that clause and must always ensure that the words "partner" and "partnership" do not appear anywhere in the contract.

A1035C (16/06/06) No Partnership

Nothing in the Contract is intended to constitute or must be interpreted as constituting a partnership between the Parties, and the Contractor must not represent itself as a representative of the Government of Canada in its dealings with third parties.

A1035D (13/12/99) No Partnership

Effective 16/06/06, this clause is superseded by A1035C.

Remarks: Use the following clause in contracts for goods and services with a Canadian contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.

A2000C (16/06/06) Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

Effective 16/06/06, this clause is superseded by A2000C.

A - Instructions to Bidders / Contractors

Remarks: Use the following clause in contracts for goods and services with a foreign contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.

A2001C (16/06/06) Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

Effective 16/06/06, this clause is superseded by A2001C.

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

This clause is cancelled effective 16/06/06.

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

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

Remarks: Use the following clause in bid solicitations for service requirements, where specific individuals will be proposed for the work. Use in conjunction with A3015C.

When using the Medium Complexity template 2T-MED1, insert this clause, if applicable, in Annex X - Certifications Precedent to Contract Award, and delete the last sentence of the third paragraph "Failure to comply with such request may result in the rejection of the bid without further consideration."

A3005T (16/06/06) Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of this bid solicitation, the persons proposed in its bid will be available to commence performance of the Work as required by Canada's representatives and at the time specified in this bid solicitation or agreed to with Canada's representatives.

A - Instructions to Bidders / Contractors

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder certifies that it has written permission from such person to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada.

During the bid evaluation, the Bidder must, upon request from the Contracting Authority, provide a copy of the written permission given by the person proposed and confirmation of his/her availability. Failure to comply with such request may result in the rejection of the bid without further consideration.

Remarks: Use the following clause in bid solicitations when the education and experience of individuals will be evaluated. Use in conjunction with A3015C.

When using the Medium Complexity template 2T-MED1, insert this clause, if applicable, in Annex X - Certifications Precedent to Contract Award.

A3010T (16/06/06) Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described in the Contract.

Remarks: Use the following clause in contracts when the bid solicitation includes certifications.

Do not use the following clause when Medium Complexity template 2T-MED1 is used, because it is already included in the template.

A3015C (16/06/06) Certifications

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.

Remarks: Use the following clause when the bid solicitation will include certifications.

Do not use the following clause when Medium Complexity template 2T-MED1 is used, because it is already in the template.

A3015T (16/06/06) Certifications

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.

A - Instructions to Bidders / Contractors

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

This clause is cancelled effective 29/10/93.

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

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

A7002D (01/06/91) Maintenance Services

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

A7003D (01/06/91) Maintenance Services

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

A7004D (01/06/91) Maintenance Services

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

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

This clause is cancelled effective 16/06/06.

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A7006D (01/12/92) Maintenance Services

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

A7007D (29/10/93) Cylinder Maintenance Responsibility

This clause is cancelled effective 16/06/06.

A7008D (31/03/95) Maintenance Services

This clause is cancelled effective 16/06/06.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Unless otherwise authorized by the responsible Commodity Team, use the following clause in multi-departmental supply arrangements when more than one department is identified as a user of the supply arrangement. The supply arrangement authority must attach a list of the data to be reported on by the supplier as an annex to the supply arrangement. 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>).

A7010C (15/08/06) Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. 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) Supply Arrangement Authority responsible for the Supply Arrangement. 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 Supply Arrangement Authority no later than 15 calendar days after the end of the quarterly period.

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 Supplier must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the withdrawal by Canada from the Supply Arrangement, the removal of the Supplier from the suppliers' list and the application of a vendor performance corrective measure.

A - Instructions to Bidders / Contractors

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

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 16/06/06.

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

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

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

Name: _____
Address: _____.

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

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

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

A7013D (13/12/02) Licensing

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

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A7013D (01/12/00) Licensing

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

A7014D (01/06/91) Suitability of Service

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 29/10/93.

A7016D (01/06/91) Personnel

This clause is cancelled effective 29/10/93.

Remarks: Use the following clause in contracts including general conditions 2010 and 2029 when specific persons named in the contract will perform the work. The clause is not to be used with general conditions 9601, 9624 and 9676 as those general conditions include such a provision.

A7017C (16/06/06) Replacement of Specified Persons

1. When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor must provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
2. If at any time the Contractor is unable to provide the services of any specific person named in the Contract, it must provide a replacement person with similar qualifications and experience. The Contractor must, as soon as possible, give notice to the Minister of:
 - (a) the reason for the removal of the named person from the Work;
 - (b) the name, qualifications and experience of the proposed replacement person; and
 - (c) proof that the person has the required security clearance granted by Canada, if applicable.
3. The Minister may order the removal from the Work of any replacement person and the Contractor must immediately remove the person from the Work and must, in accordance with subsection (2), provide a replacement.

A - Instructions to Bidders / Contractors

4. The fact that the Minister does not order the removal of a replacement person from the Work must not relieve the Contractor from its responsibility to meet the requirements of the Contract.
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A7017D (31/03/95) Personnel, Replacement of Specified

Effective 16/06/06, this clause is superseded by A7017C.

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

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

A7019T (01/06/91) Bid/Proposal

This clause is cancelled effective 29/10/93.

A7020D (01/06/91) Licensing

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

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

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

A7023D (31/01/92) Bidders' Conference

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

A - Instructions to Bidders / Contractors

Remarks: Use the following clause in contracts for the provision of security guard services, where post orders are provided by Canada.

A7025C (16/06/06) Post Orders

Post orders will be provided to the Contractor by authorized representatives of Canada. The Contractor must ensure that security personnel fully comply with post orders and with any written and oral instructions from the authorized representatives of Canada.

A7025D (29/10/93) Post Orders

Effective 16/06/06, this clause is superseded by A7025C.

A7026D (31/01/92) Post Orders

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

A7028D (31/01/92) EMR Personnel

This clause is cancelled effective 01/12/00.

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

Effective 16/06/06, this clause is superseded by A3005T.

Remarks: Contracting officers may use this clause if knowledge of potential subcontracts is desired prior to award of contract.

A7035T (16/06/06) List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the work.

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A7035T (10/12/04) List of Subcontractors

Effective 16/06/06, this clause is superseded by A7035T.

A8000T (01/06/91) Purchase Option

This clause is cancelled effective 31/03/95.

A8001D (01/06/91) Training

This clause is cancelled effective 31/03/95.

A8002D (01/06/91) Technical Terminology

This clause is cancelled effective 29/10/93.

A8003D (01/06/91) Spoiled Photocopies

This clause is cancelled effective 31/03/95.

A8004D (01/06/91) Invoicing Instructions

This clause is cancelled effective 31/03/95.

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A8005D (01/06/91) Supplies

This clause is cancelled effective 31/03/95.

A8006D (01/06/91) Life Cycle Cost

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

A8009D (01/06/91) Rental - Annual

This clause is cancelled effective 29/10/93.

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

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

Unless otherwise stated herein, the following shall apply:

1. The Contractor shall be responsible for:
 - (a) Delivery to the destination specified in the contract.
 - (b) Pick up at time of expiry or termination of the contract.

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

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

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

A8011D (01/06/91) Rental Conditions

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

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Contracting officers may use the following clause in contracts for the rental of equipment when an option to purchase has been granted by the contractor.

A8012C (16/06/06) Option to Purchase

The Contractor grants to Canada the option to purchase any or all of the leased products at any time during the rental period. In this event, _____ percent of the rental paid will be credited at the time of purchase up to a maximum of _____ percent of the unit purchase price detailed below for the applicable item.

Canada may exercise this option at any time by sending a written notice to the Contractor at least _____ calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Unit Purchase Price: Item _____ \$ _____

A8012D (29/10/93) Option to Purchase

Effective 16/06/06, this clause is superseded by A8012C.

A8013D (01/06/91) Photocopier Rental

This clause is cancelled effective 31/03/95.

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

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

A8015D (01/06/91) Periodic Reports

This clause is cancelled effective 29/10/93.

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A8016D (01/06/91) Fittings and Adaptors

This clause is cancelled effective 29/10/93.

A8017D (01/06/91) Authorization of Work

This clause is cancelled effective 29/10/93.

A8018D (31/01/92) Work Location

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

A8019D (31/01/92) Invoicing Instructions

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

A8500D (01/06/91) Charter - Period

This clause is cancelled effective 29/10/93.

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

A8501D (01/06/91) Vessel Charter

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

2. The vessel must meet the following requirements:

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

A8999C (01/05/96) Experience and Education

Effective 16/06/06, this clause is superseded by A3015C.

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

Effective 16/06/06, this clause is superseded by A3010T.

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

A9000C (01/06/94) Ammunition Handling

1. Except in cases of emergency, ammunition shall not be moved, handled or stored in the vicinity of the Contractor's premises by the officers, agents or employees of Canada or by officers, agents or employees of the Contractor while the vessel is docked at or situated upon the Contractor's premises.
2. If Canada's Officer-in-charge of ammunition considers a state of emergency exists that requires the moving, storage or handling of ammunition from the vessel or in the vicinity of the Contractor's premises, then Canada shall indemnify the Contractor against any and all damages suffered by the Contractor that result from:

(a) injury (includes injury resulting in death) to persons; and,

(b) loss of or damage to property of a third party or to property of the Contractor,

that arise from the discharge or detonation of ammunition so moved, handled or stored regardless that such damage is direct or consequential and regardless that such injury, loss or damage arises through error in judgement or through negligence by any person.

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

Effective 16/06/06, this clause is superseded by A3010T.

A9002C (01/06/91) Contract Title

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

A9002D (29/10/93) Contract Title

This clause is cancelled effective 16/06/06.

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A9002D (31/01/92) **Contract Title**

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

A9003C (01/06/91) **Contract Title**

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

A9004C (01/06/91) **Principal Investigator**

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts where the original notice of contract award was issued via telephone or electronic transmission, e.g. telephone buy, letter of intent, or go-ahead letter, without the complete set of terms and conditions.

A9005C (16/06/06) **Confirmation of Contract Award**

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

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

Effective 16/06/06, this clause is superseded by A9005C.

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

A9006C (16/06/06) **Defence Contract**

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

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A9006C (01/06/91) Defence Contract

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

A9006D (10/06/05) Defence Contract

Effective 16/06/06, this clause is superseded by A9006C.

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

This clause is cancelled effective 31/03/95.

A9008C (01/06/91) Period of Contract

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the client department requests an option to extend the contract be included in the contract.

Do not use for Medium Complexity requirements if the Plain Language template 2T-MED1 is used with standard instructions 2003.

A9009C (16/06/06) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to _____ additional _____ year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least _____ calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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

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

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

Effective 16/06/06, this clause is superseded by A9009C.

A9010C **(31/03/95)** **Entire Agreement**

This clause is cancelled effective 14/05/04.

A9010C **(01/06/91)** **Entire Agreement**

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

A9011C **(01/06/91)** **Amendment**

This clause is cancelled effective 29/10/93.

A9012C **(01/06/91)** **Subcontracting**

This clause is cancelled effective 04/01/94.

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A9013C (09/08/91) Replacement of Personnel

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts when the contractor must provide the services of specific person(s) with particular qualifications and experience to perform the work as requested by the client department.

A9014C (16/06/06) Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*).

A9014C (01/06/91) Replacement of Personnel

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

A9014D (29/10/93) Specified Personnel

Effective 16/06/06, this clause is superseded by A9014C.

Remarks: Use the following clause in all contracts involving the care and use of experimental animals in the performance of the work.

A9015C (16/06/06) Experimental Animals

Any work performed under the Contract involving the care and use of experimental animals must be carried out in compliance with the Canadian Council on Animal Care (CCAC) programs and only by an institution holding a CCAC Certificate of "GAP - Good Animal Practice". Additional information on the CCAC is available at the following Website: <http://www.ccac.ca>.

A9015C (30/05/03) Experimental Animals

Effective 16/06/06, this clause is superseded by A9015C.

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

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

Remarks: Use the following clause in all contracts where work is performed on government premises and hazardous waste that may be removed from or uncovered on the site must be disposed of by the contractor.

If there are no specific requirements in the contract, delete the words "the requirements of the Contract and".

A9016C (16/06/06) Hazardous Waste Disposal

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with the requirements of the Contract and any applicable law.

A9016C (01/06/91) Hazardous Waste Disposal

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

A9016D (31/03/95) Hazardous Waste Disposal

Effective 16/06/06, this clause is superseded by A9016C.

A9017C (01/06/91) Vessel Condition

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

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

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A9017D (29/10/93) Vessel Condition

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

A9018C (01/06/91) Status of Contractor

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 31/03/95.

Remarks: Use the following clause for contracts for the supply of gases, when the contractor is responsible for both the delivery of the gas in cylinders and the hook-up of the cylinders to Canada's existing equipment.

A9020C (16/06/06) Cylinder Hook-up

The Contractor will be responsible for the hook-up of the cylinders to Canada's existing equipment.

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

Effective 16/06/06, this clause is superseded by A9020C.

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

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

A9021D (01/06/91) Period of Contract

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

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts for services. Use in conjunction with A9009C if the contract will contain option periods.

Do not use for Medium Complexity requirements if the Plain Language template 2T-MED1 is used with standard instructions 2003.

Contracting officers are required to choose between two options, appropriately fill-in the blanks and delete the unused option. Choose the second option if the starting date of the contract period does not coincide with the contract award date.

A9022C (16/06/06) Period Contract

The period of the Contract is from date of Contract to ____ inclusive.

OR

The period of the Contract is from ____ to ____ inclusive.

A9022T (29/10/93) Period of Contract

Effective 16/06/06, this clause is superseded by A9022C.

A9023D (01/06/91) Performance

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

A9024D (01/06/91) List of Names

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

A9025D (01/06/91) Vehicles

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

A9026D (01/06/91) Maintenance Services

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

A9027T (01/06/91) Instructions to Bidders

This clause is cancelled effective 29/10/93.

A9028D (01/06/91) Cylinder Maintenance Responsibility

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

A9029D (01/06/91) Laws, Applicable

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

A9030D (01/06/91) Unsatisfactory Service

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

A9032D (01/06/91) Classification, Vendors

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

Remarks: Use the following clause in bid solicitations when the financial capability of the bidder forms part of the evaluation criteria.

A9033T (16/06/06) Financial Statements

In order to confirm a bidder's financial capability to perform the Contract, the Contracting Authority may during the bid evaluation phase, request from that bidder current financial information. The requested financial information may include, but is not limited to, a bidder's most recent audited financial statements or financial statements certified by a bidder's chief financial officer. The information provided will be considered in the bid evaluation and selection process. If a bid is found to be non-responsive on the basis that a bidder is considered financially incapable of performing the Contract, that bidder will receive a written notification from the Contracting Authority.

Should a bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the *Access to Information Act*, R.S. 1985, c.A-1.

A9033T (31/03/95) Financial Statements

Effective 16/06/06, this clause is superseded by A9033T.

A9034T (01/06/91) Current Operational Chart

This clause is cancelled effective 29/10/93.

A9035D (01/06/91) Governing Law

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

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

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

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

This clause is cancelled effective 29/10/93.

A9038D (01/06/91) Protection of Property

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is beneficial, but not mandatory, for bidders to view the site where the work will be performed to improve their understanding of the requirement. In the case of marine requirements, the word "Vessel" may be added to the title.

The visit remains optional but there are two options and the contracting officer will choose one of the two proposed options. In the first option, bidders are only requested to communicate with the contracting officer to confirm attendance but should not be refused access to the site if they have not done so. In the second option, bidders who do not communicate with the contracting officer to submit the name(s) of attendee(s) will be refused access to the site (this could be for the security reasons for example). In both cases, bidders will not be precluded from submitting a bid if they do not attend or send a representative.

A9038T (16/06/06) Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on _____ (date), at _____ (time and location). Bidders are requested to communicate with the Contracting Authority _____ day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

OR

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on _____ (date) at _____ (time and location). Bidders must communicate with the Contracting Authority no later than _____ day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders who do not confirm attendance and provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Bidders will be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

Effective 16/06/06, this clause is superseded by A9038T.

A9039T (01/06/91) Site Visit

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when it is mandatory for bidders to view the work site during the solicitation period to fully understand the scope of the Work and the conditions of the site. In the case of marine requirements, the word "Vessel" may be added to the title.

A9040T (16/06/06) Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on _____ (date) at _____ (time and location). Bidders must communicate with the Contracting Authority no later than _____ day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

Effective 16/06/06, this clause is superseded by A9040T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use one of the following clauses in contracts for goods when the contractor will be required to remove scrap and waste material from the site.

A9041C (16/06/06) Salvage

(Contracting officers must use the following clause if either section 21 of general conditions 9601 or section 19 of 9624 forms part of the contract.)

Despite Section _____ of general conditions _____, all scrap and waste material will become the property of the Contractor who must remove it from the site.

(Contracting officers must instead use the following clause if general conditions other than 9601 or 9624 form part of the contract.)

A - Instructions to Bidders / Contractors

All scrap and waste material will become the property of the Contractor who must remove it from the site.

A9041D (29/10/93) Salvage

Effective 16/06/06, this clause is superseded by A9041C.

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

This clause is cancelled effective 29/10/93.

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

A9043T (16/06/06) Reissue of Bid Solicitation

This cancels and supersedes previous bid solicitation number _____ dated _____ with a closing of _____ (*insert the closing date*) at _____ (*insert the closing time*).

A9043T (29/10/93) Reissue of Solicitation

Effective 16/06/06, this clause is superseded by A9043T.

A9043T (01/06/91) Bid Date Change

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in competitive bid solicitations not subject to public advertising, for requirements that are not classified, when a list is used to invite suppliers. Contracting officers must attach the list of suppliers invited to bid as an annex to the bid solicitation.

A - Instructions to Bidders / Contractors

A9044T (16/06/06) Suppliers List

The list of suppliers being invited to bid on this solicitation is attached as Annex "____". This list will not be updated if additional suppliers request copies of the bid solicitation.

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

Effective 16/06/06, this clause is superseded by A9044T.

A9045C (01/06/91) Confirmation

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

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

This clause is cancelled effective 16/06/06.

A9047D (29/10/93) Title to Property

This clause is cancelled effective 16/06/06.

A9047D (01/12/92) Title to Property

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

A9048D (01/06/91) Technical Representative

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

Remarks: Use the following clause in contracts covering the procurement of vehicles.

A9049C (16/06/06) Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the provisions of the *Motor Vehicle Safety Act*, S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

A9049D (31/03/95) Vehicles

Effective 16/06/06, this clause is superseded by A9049C.

A9050D (31/03/95) Publications - Commercial

This clause is cancelled effective 16/06/06.

A9050D (01/06/91) Publications - Commercial

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts for the procurement of equipment when Canada requires the right to translate existing publications.

Where the contractor will be providing document deliverables specifically written as part of the work under the contract, one of the following general conditions must be used: 2010, 9601, 9624 or 9676. Under these general conditions, Canada owns the rights to translate custom-written documents provided under the contract as Canada owns the copyright in the work. In the case where both custom-written and existing publications are to be provided by the contractor, this clause is to be used in conjunction with the appropriate general conditions.

A9051C (16/06/06) Existing Technical Publications - Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

(NOTE TO CONTRACTING OFFICER: Delete the following for non-Department of National Defence requirements.)

In addition to the copies which are to be delivered with the equipment, ____ copies of each publication must be forwarded to:

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

Attention: _____.

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

Effective 16/06/06, this clause is superseded by A9051C.

A9052D (01/06/91) Warranty

This clause is cancelled effective 15/12/95.

Remarks: Contracting officers may use this clause in contracts for the procurement of medium and heavy trucks, buses, and trailers when a trade-in is requested by the client department.

A9053C (16/06/06) Vehicle Trade-in

The used vehicle to be traded in will be retained by Canada until exchanged for the new vehicle. No adjustment will be made to the trade-in allowance to allow for depreciation arising out of normal wear and tear on the used vehicle between the time of its appraisal and the time the used vehicle is exchanged. The Contractor must, immediately upon taking possession of the used vehicle, report in writing any significant change in the condition of the used vehicle to the Contracting Authority.

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

Effective 16/06/06, this clause is superseded by A9053C.

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

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

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

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

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

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

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

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

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

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

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

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

A9057T (01/06/91) Telegraphic Bids

This clause is cancelled effective 29/10/93.

A9058T (01/06/91) Bids - Submission

This clause is cancelled effective 29/10/93.

A - Instructions to Bidders / Contractors

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

A9059D (12/05/00) Jurisdictions HMC Dockyard

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

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

A9059D (01/06/91) Jurisdictions HMC Dockyard

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when representatives of Canada will be working at premises provided by the contractor. Contracting officers are to specify the number of people for which accommodation is required, the type of equipment required, etc.

A9060C (16/06/06) Provision of Office Accommodation by the Contractor

For the period of the Contract, the Contractor must provide furnished office accommodation for authorized representatives of Canada as follows: _____.

A9060D (03/02/97) Office Accommodation

Effective 16/06/06, this clause is superseded by A9060C.

A9061D (01/06/91) Subcontracts - DND

This clause is cancelled effective 29/10/93.

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Remarks: Contracting officers may choose one of the clauses below when the contractor is performing work on government sites. Choose the first clause only when the work is performed on Canadian Forces sites across Canada. Choose the second clause when the work is performed on other government sites.

A9062C (16/06/06) Site Regulations

Clause 1

The Contractor must comply with all standing orders or other rules, instructions and directives in force on the site where the Work is performed.

Clause 2

The Contractor must comply with all rules, instructions and directives in force on the site where the Work is performed.

A9062D (29/10/93) Site Regulations

Effective 16/06/06, this clause is superseded by A9062C.

A9063D (01/06/91) Hovercraft - Warranty

This clause is cancelled effective 01/12/92.

A9064D (01/06/91) Warranty - DND

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

Remarks: Use the following clause in contracts requiring work on government premises.

A9065C (16/06/06) Identification Badge

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

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

Effective 16/06/06, this clause is superseded by A9065C.

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

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

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

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

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

A9067D (31/03/95) Warranty

This clause is cancelled effective 16/06/06.

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

This clause is cancelled effective 29/10/93.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts. The contracting officer must ensure that the applicable law selected by the bidder, or in absence of such selection, the law indicated in the bid solicitation, is inserted in the blank. The bidder, as instructed, will be able to propose a change to the applicable laws in its bid.

Do not use for Low Dollar Value and Medium Complexity requirements if one of the Plain Language templates 2T-LDV1 or 2T-MED1 is used.

Note: 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

A - Instructions to Bidders / Contractors

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.

A9070C (15/08/06) Applicable Laws

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

A9070C (16/06/06) Applicable Laws

Effective 15/08/06, this clause is superseded by A9070C.

A9070D (01/06/91) Applicable Law

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in bid solicitations. Indicate the laws of which Canadian province or territory Canada proposes to apply to the resulting contract. The bidder, as instructed, may propose a change to the applicable laws in its bid.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used. .

Note: 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.

A9070T (15/08/06) Applicable Laws

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

A9070T (16/06/06) Applicable Laws

Effective 16/08/06, this clause is superseded by A9070T.

A9071D (31/01/92) Period of Contract

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

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

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

A9073D (31/01/92) Period of Contract

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

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

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

A9075D (31/01/92) Period of Contract

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

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A9077C (01/12/92) Period of Contract

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

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

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

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

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

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

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

A9081C (31/01/92) Government Smoking Policy

This clause is cancelled effective 25/05/01.

A9082C (31/01/92) Replacement of Personnel

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when a bidder's conference will be held.

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A9083T (16/06/06) Bidders' Conference

A - Instructions to Bidders / Contractors

A bidders' conference will be held at _____ (*insert address*) on _____ (*insert date*). The conference will begin at _____ (*insert time*), in _____ (*insert location/room number*). The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least _____ working days before the scheduled conference.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

A9083T (14/05/04) Bidders' Conference

Effective 16/06/06, this clause is superseded by A9083T.

A9084C (01/08/92) Extension of Charter

This clause is cancelled effective 29/10/93.

A9084C (31/01/92) Extension of Charter

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

A9085C (31/01/92) Subcontracting

This clause is cancelled effective 01/08/92.

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

This clause is cancelled effective 29/10/93.

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

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

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

This clause is cancelled effective 29/10/93.

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

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

A9087D (31/01/92) Meetings

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 16/06/06.

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

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

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

A - Instructions to Bidders / Contractors

A9089C (16/06/06) Permission to Subcontract

When, pursuant to the general conditions applicable to the Contract, the consent of the Minister is required to subcontract a portion of the Work, the Contractor must submit to the Contracting Authority a completed form PWGSC-TPSGC 1137 entitled Application for Permission to Subcontract.

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

Effective 16/06/06, this clause is superseded by A9089C.

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

This clause is cancelled effective 10/06/05.

A9091T (01/06/91) Form of Bidding

This clause is cancelled effective 29/10/93.

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

This clause is cancelled effective 15/09/97.

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

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

A9093D (25/05/01) Workers' Compensation

This clause is cancelled effective 16/06/06.

A - Instructions to Bidders / Contractors

A9093D (01/12/00) Workers' Compensation

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

Remarks: Use the following clause when a proposed contractor has started work at its own risk without the authorization of a government official, prior to contract authorization, and the work has not been completed. This will ensure that the work done before the contract date will be covered by the contract.

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

The second paragraph is to be deleted if the client department does not wish to retain the rights to the intellectual property.

Use this clause in conjunction with C0210C.

A9094C (16/06/06) Pre-contractual Work - Not Authorized

1. In order for the Contractor to meet its obligations under the Contract, the Parties acknowledge that the Contractor has started the Work required pursuant to the Contract before the effective date of the Contract (Pre-contractual Work) and has incurred costs in the performance of such Work. Costs incurred by the Contractor in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Contract, will be paid to the Contractor in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Contractor agrees that upon such payment by Canada to the Contractor, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.
 2. The Parties confirm that copyright in the Pre-contractual Work belongs to Canada and that ownership of all intellectual property rights in all information of a scientific, technical or artistic nature relating to the Work, in any form or medium, conceived, developed or produced by the Contractor in the performance of the Pre-contractual Work belongs to Canada.
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A9094C (10/06/05) Precontractual Work - Not Authorized

Effective 16/06/06, this clause is superseded by A9094C.

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

This clause is cancelled effective 15/09/97.

A - Instructions to Bidders / Contractors

Remarks: Use the following clause in bid solicitations.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used with standard instructions 2003.

A9096T (16/06/06) Signature of Bid

Canada requires that the bid be signed by the Bidder or by an authorized representative of the Bidder. If a bid is being submitted by a joint venture, the bid must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture or a statement must be provided to the effect that the signatory represents all members of the joint venture.

A9096T (01/05/96) Validity of Bid

Effective 16/06/06, this clause is superseded by A9096T.

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

A9097T (01/05/96) Certification of Compliance

1. The Bidder is requested to provide a certification that clearly indicates the Bidder's compliance with all the articles, clauses, terms and conditions contained in Section " ____ " of this document and the Statement of Work, or referenced in this Request For Proposal.
 2. On a clause-by-clause basis, please provide one of the following two responses:
 - (a) COMPLIANT - indicates willingness to comply with or accept this clause or terms and conditions in all respects; no further explanation is necessary; OR
 - (b) NON-COMPLIANT - the Bidder is to specifically indicate all areas with which it will not comply or specify terms and conditions which it would propose as substitutes for those specified.
 3. Words such as "Comply with Intent", "Understood", or the like are inadmissible and shall result in the proposal being removed from further consideration.
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A9098T (01/05/96) Education / Experience - Certification

Effective 16/06/06, this clause is superseded by A3010T.

A - Instructions to Bidders / Contractors

A9099T (01/05/96) Information to Assess

Effective 16/06/06, this clause is superseded by A9101T.

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

A9100T (01/12/00) Vendor Performance

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("*Frauds on the government*" & "*Contractor subscribing to election fund*"), 124 ("*Selling or purchasing office*"), or 418 ("*Selling defective stores to Her Majesty*") of the Criminal Code; or
 - (b) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
 - (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - (d) with respect to current or prior transactions with the Government of Canada
 - (1) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
 2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.
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A9100T (12/05/00) Vendor Performance

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

A - Instructions to Bidders / Contractors

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause when Canada needs to identify who will participate in the evaluation of bids.

Use clause 1 when only employees of the federal government will be involved in the bid evaluation. Use clause 2 when third parties will also be involved as it is necessary to disclose third party participants to all bidders in view of the confidentiality obligations of Canada.

A9101T (16/06/06) Evaluation Team

Clause 1

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

OR

Clause 2

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

A9101T (01/05/96) Evaluation Team

Effective 16/06/06, this clause is superseded by A9101T.

A9102T (01/05/96) Technical Proposal

This clause is cancelled effective 16/06/06.

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

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

1. As a result of the recent implementation of various programs to reduce the public service, Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, bidders must make available the following details:
 - (a) date and amount of lump sum payment incentive;
 - (b) terms and conditions of the lump sum payment incentive (including termination date);
 - (c) rate of pay on which the lump sum payment was based;
 - (d) whether or not the \$5,000 exemption has been reached.

A - Instructions to Bidders / Contractors

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

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

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

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

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

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

A - Instructions to Bidders / Contractors

- (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a major interest in the entity.
5. Former public servants in receipt of a pension will additionally be subject to a contract fee reduction, in accordance with the Post-Employment Guidelines, following completion of the period covered by the lump sum payment.
6. The information specified must be provided with, and be attached to the bid, and must be provided on, or before, bid closing. Failure to meet this condition of bidding will render the bid non-responsive.
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A9104T (15/09/97) Work Force Reduction Programs

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

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

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

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

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

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

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

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

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

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

Name of Contractor: _____

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

Date of Termination of Employment as a Public Servant: _____

Amount of Lump Sum Payment: \$ _____

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

Period of Lump Sum Payment:

Start Date: _____ Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

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

(Signature)

(Date)

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

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

A - Instructions to Bidders / Contractors

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

This clause is cancelled effective 16/06/06.

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

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

Remarks: Use the following clause in all bid solicitations.

Do not use this clause with standard instructions 2003.

A9109T (16/06/06) Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before Contract award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <http://contractscanada.gc.ca>.

For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

A9109T (10/06/05) Procurement Business Number

Effective 16/06/06, this clause is superseded by A9109T.

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

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

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

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

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

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

A - Instructions to Bidders / Contractors

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

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

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

This clause is cancelled effective 10/12/04.

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

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

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

A9116C (16/06/06) T1204 - Information Reporting by Contractor

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within ____ calendar days from date of contract award:
 - (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.

A - Instructions to Bidders / Contractors

3. The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

_____ (name of person)
_____ (address)

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

Effective 16/06/06, this clause is superseded by A9116C.

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

A9117C (16/06/06) T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada its Business Number or Social Insurance Number, as applicable, upon request. *(These requests may take the form of a general call-letter to contractors, in writing or by telephone).*
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A9117D (10/12/04) T1204 - Direct Request by Customer Department

Effective 16/06/06, this clause is superseded by A9117C.

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

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

The second paragraph is to be deleted if the client department does not wish to retain the rights to the intellectual property.

Use the clause in conjunction with C0210C.

A - Instructions to Bidders / Contractors

A9120C (16/06/06) Pre-contractual Work - Authorized

The Parties acknowledge that, as of _____, the Contractor, with the consent of _____ (*insert name of client department*) and without a written contract, has started the Work required pursuant to the Contract (Pre-contractual Work) and has incurred costs in the performance of such Work. Costs incurred by the Contractor in the performance of the Pre-contractual Work, that would have been treated as costs reasonably and properly incurred if they had been incurred after the effective date of the Contract, will be paid to the Contractor in accordance with the Basis of Payment of the Contract subject to acceptance of the Pre-contractual Work by Canada. The Contractor agrees that upon such payment by Canada to the Contractor, Canada will be released and forever discharged from all manner of actions, claims, suits or demands in relation to the Pre-contractual Work.

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

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

Effective 16/06/06, this clause is superseded by A9120C.

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

A9125T (10/06/05) Valid Labour Agreement

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

A9125T (10/12/04) Valid Labour Agreement

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

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

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

A - Instructions to Bidders / Contractors

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

A9130T (10/12/04) Controlled Goods

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

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, shall be a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

A9130T (14/05/04) Controlled Goods

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

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

A - Instructions to Bidders / Contractors

A9131C (10/12/04) Controlled Goods

1. As this Contract requires production of or access to controlled goods that are subject to the *Defence Production Act*, the Contractor and any subcontractor are hereby advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: <http://www.cgp.gc.ca>.
2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor shall, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods shall be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, shall be a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

A9131C (12/12/03) Controlled Goods

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

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

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in contracts. The order of documents shown below reflects current policy and legal advice. Contracting officers must amend the list to reflect the documents applicable to each contract and list the annexes by order of priority, as applicable.

Use clause M4025C for standing offers.

Do not use for Low Dollar Value and Medium Complexity requirements if the Plain Language templates 2T-LDV1 and 2T-MED1 are used because the text is already included in the templates.

A - Instructions to Bidders / Contractors

A9140C (16/06/06) Priority Documents

A - Instructions to Bidders / Contractors

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 Articles of Agreement;
 2. ***(Contracting officer to delete if not applicable)*** the supplemental general conditions _____
(insert number and title);
 3. the general conditions _____ ***(insert number and title)***;
 4. Annex " _____ " - _____;
 5. Annex " _____ " - _____;
 6. the Contractor's bid _____ ***(insert date of bid)***, as amended _____ ***(insert date(s) of amendment(s), if applicable)***.
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