
Section 5

M - Standing Offers

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

This clause is cancelled effective 15/08/06.

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

Effective 16/12/05, this clause is superseded by M0000C.

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

This clause is cancelled effective 15/08/06.

M0000T (10/06/05) Instructions, Conditions and Clauses - Request for a Standing Offer

Effective 16/12/05, this clause is superseded by M0000T.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

M0004T (01/08/92) Nature of Document

This clause is cancelled effective 31/03/95.

M0005T (31/01/92) Nature of Documents

This clause is cancelled effective 31/03/95.

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

Effective 13/12/02, this clause is superseded by A0012T.

M0007T (15/06/98) Presentation of Offers

This clause is cancelled effective 15/08/06.

M0007T (31/03/95) Presentation of Offers

Effective 15/06/98, this clause is superseded by M0007T.

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M0008T (01/12/92) Basis of Selection

Effective 31/03/95, this clause is superseded by A0265T, A0270T.

M0009T (01/12/92) Basis of Selection of Carrier

Effective 31/03/95, this clause is superseded by A0031T.

M0010T (01/12/92) Technical Proposal

This clause is cancelled effective 31/03/95.

Remarks: Use the following clause in Request for Standing Offers. This clause may be used in conjunction with M9101T.

Do not use this clause if standard instructions 2006 are used.

M0011T (15/08/06) Facility Evaluation

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

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

Offerors will have the number of days specified in the request by the Standing Offer Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

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M0011T (31/03/95) Facility Evaluation

Effective 15/08/06, this clause is superseded by M0011T.

M0012T (01/12/92) Offer Cost

This clause is cancelled effective 31/03/95.

M0013C (01/12/92) Authorities

Effective 31/03/95, this clause is superseded by M0015D.

M0014C (01/12/92) Authorities

Effective 31/03/95, this clause is superseded by M0015D.

M0015D (31/03/95) Contracting Authority

This clause is cancelled effective 15/08/06.

M0015D (01/12/92) Administrative Authority

Effective 31/03/95, this clause is superseded by M0015D.

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

This clause is cancelled effective 31/03/95.

M0017T **(01/12/92)** **Bidders' Conference**

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

M0018D **(01/12/00)** **Post Orders**

This clause is cancelled effective 15/08/06.

M0018D **(31/03/95)** **Post Orders**

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

Remarks: Use the following clause in request for standing offers when firm prices and/or rates are requested.

M0019T **(15/08/06)** **Firm Price and/or Rates**

The Offeror is required to provide the firm prices and/or rates that will apply for the entire period of the Standing Offer.

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

Effective 15/08/06, this clause is superseded by M0019T.

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M0020C (01/12/92) Classification, Vendors

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

M0022D (10/06/05) Defence Contract

Effective 15/08/06, this clause is superseded by A9006C.

M0023C (14/05/04) Applicable Laws

This clause is cancelled effective 15/08/06.

M0023C (30/10/96) Applicable Laws

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

M0023T (10/12/04) Applicable Laws

This clause is cancelled effective 15/08/06.

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M0023T **(14/05/04)** **Applicable Laws**

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

M0090C **(15/09/97)** **Disclosure of Information**

This clause is cancelled effective 15/08/06.

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

This clause is cancelled effective 15/08/06.

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

This clause is cancelled effective 15/08/06.

M1000T **(01/06/91)** **Potential Utilization**

This clause is cancelled effective 31/03/95.

M1001T **(01/06/91)** **Resulting Contracts**

This clause is cancelled effective 31/03/95.

M1002D **(01/06/91)** **Identified User**

This clause is cancelled effective 31/03/95.

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M1003D (01/06/91) Identified User

This clause is cancelled effective 31/03/95.

M1100D (31/03/95) Service Site Authority

This clause is cancelled effective 15/08/06.

M1100D (01/06/91) Service Site Authority

Effective 31/03/95, this clause is superseded by M1100D.

M1200D (01/06/91) Returns and Refunds

This clause is cancelled effective 31/03/95.

M1300D (01/06/91) Request for a Standing Offer

This clause is cancelled effective 31/03/95.

M1302D (31/03/95) Standing Offers (Multiple)

Effective 21/06/99, this clause is superseded by M1302T.

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M1302T (21/06/99) Standing offers (Multiple)

This clause is cancelled effective 15/08/06.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 15/08/06.

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

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

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

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

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

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

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M1502D (01/06/91) Personnel, Assignment of

Effective 15/12/95, this clause is superseded by M1501D.

M1600D (01/06/91) Employee Deductions

This clause is cancelled effective 31/03/95.

M1700D (01/06/91) Supplier Profile, Changes to

This clause is cancelled effective 31/03/95.

M1701D (01/06/91) Documents to be Provided

This clause is cancelled effective 31/03/95.

M1800D (01/06/91) Invoicing

This clause is cancelled effective 31/03/95.

M1801D (01/06/91) Invoices

This clause is cancelled effective 31/03/95.

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M1802D (01/06/91) Invoicing

This clause is cancelled effective 31/03/95.

M1804D (31/01/92) Invoicing

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

M1903D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 15/08/06.

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

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

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

M1910T (13/12/02) Electronic Purchasing

1. The Standing Offer that will be authorized pursuant to this solicitation can be listed on e-purchasing, which is a web-based desk top purchasing system provided to Federal Government Departments.
 2. While not obligated to agree to have their products/prices listed on e-purchasing, Offerors are strongly encouraged to do so as this is the direction that the Federal Government may be taking in the future. Further, it will increase the visibility of the successful Offeror's catalogued products.
 3. The Offeror's decision to agree or decline to list its products on e-purchasing will not affect the evaluation of its proposal or the authorization of a Standing Offer pursuant to this solicitation.
 4. If the Offeror is interested in having its Standing Offer on e-purchasing, it can obtain a copy of the setup requirements by faxing a request to the Public Works and Government Services Canada (PWGSC) Contracting Authority indicated on the front page of this solicitation, at fax number _____. The Offeror should also:
 - (a) indicate, below, its interest in listing its catalogue (products/prices) on e-purchasing:
Interested: YES ___ NO ___
 - (b) identify its capability to load the standing offer products on a file layout in either Excel or Lotus 123 in bilingual format (a sample layout will be provided by PWGSC upon request);
 - (c) indicate in which software the catalogue (products/prices) can be loaded:
Excel: **YES ___ NO ___** and/or
Lotus 123: **YES ___ NO ___**; and
 - (d) indicate if green products are easily identifiable:
Green products **are** highlighted: **YES ___ NO ___**
Green products **can be** highlighted: **YES ___ NO ___**
 5. Contact Name: _____
Phone Number: () _____
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M2000D (15/12/95) Temporary Help Services

This clause is cancelled effective 15/08/06.

M2000D (01/06/91) Temporary Help Services

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requests for standing offers which are estimated at \$200,000 or more (including all applicable taxes), except requirements excluded under paragraphs 5.129 (d), (e) and (f) of the *Supply Manual*. (Refer also to procedure 7A.127.)

M2000T (15/08/06) Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a condition precedent to contract award. If the Offeror is subject to the Program, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors that have been declared "Ineligible Contractors" by the Department of Human Resources and Skills Development (HRSD) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations* (currently at \$25,000, including all applicable taxes), either as a result of a finding of non-compliance by the Department of HRSD, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any offer from ineligible offerors will not be considered for issuance of a standing offer.

2. The Offeror certifies its status with FCP-EE, as follows:

The Offeror

- (a) () is not subject to FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
 - (b) () is not subject to FCP-EE, being a regulated employer under the *Employment Equity Act*;
 - (c) () is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of HRSD, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached);
 - (d) () is subject to FCP-EE, and has a valid certification number as follows: _____ (e.g. has not been declared "Ineligible Contractor" by the Department of HRSD).
3. If the Offeror does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the Offeror is required to submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.

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4. The Offeror acknowledges that Canada will rely on this certification to issue a standing offer. Should a verification by Canada disclose a misrepresentation on the part of the Offeror, the Canada will have the right to treat any contract resulting from the standing offer as being in default, to terminate it pursuant to the Default provisions of the Contract and set aside the Standing Offer.
5. In all cases, the Offeror is required to produce evidence or supporting information on demand before issuance of a standing offer, if such evidence is not included with its offer.

Signature of authorized representative: _____.

Information on the FCP-EE and the Certificate of Commitment (LAB 1168) are available on the following Department of HRSD Website:

<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-qxr.shtml> and <http://www100.hrdc.gc.ca/labswenm1e.shtml>, respectively.

M2001D (15/12/95) Estimated Utilization - Standing Offer

Effective 13/12/99, this clause is superseded by M2001T.

M2001T (13/12/99) Estimated Utilization - Standing Offer

This clause is cancelled effective 15/08/06.

M2002D (01/06/91) Estimated Utilization - Standing Offer

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requests for standing offers which are estimated over \$25,000 and below \$200,000 (including all applicable taxes), except requirements excluded under paragraphs 5.129 (d), (e) and (f) of *Supply Manual*.

M2002T (15/08/06) Federal Contractors Program for Employment Equity - over \$25,000 and under \$200,000

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contracts Regulations* (GCRs) (currently \$25,000, including all applicable taxes) by the Department of Human Resources and Skills Development (HRSD), either as a result of a finding of non-compliance by HRSD, or following their voluntary withdrawal from the FCP-EE for a reason other than a reduction in their workforce, have been advised by HRSD that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed

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on HRSD's List of Ineligible Contractors. Offers from such organizations will be considered non-responsive.

The Offeror certifies that it has not been declared "ineligible" by HRSD to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000, including all applicable taxes) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

The Offeror acknowledges that Canada will rely on this certification to issue a standing offer. Should a verification by Canada disclose a misrepresentation on the part of the Offeror, Canada will have the right to treat any contract resulting from the Standing Offer as being in default, to terminate it pursuant to the Default provisions of the Contract and set aside the Standing Offer.

Signature of authorized representative: _____.

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M2003D (01/06/91) Fire Extinguisher Service

This clause is cancelled effective 31/03/95.

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

M2004D (01/06/91) Petroleum Products, Supply of

Item(s) quoted herein are in accordance with the posted price(s) effective _____. Name and address of supplying agent: _____

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M2005D (01/06/91) Scope

This clause is cancelled effective 31/03/95.

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M2006D (31/03/95) Identified Users

This clause is cancelled effective 15/08/06.

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M2006D (01/06/91) Identified Users

Effective 31/03/95, this clause is superseded by M2006D.

M2007D (01/06/91) Standing Offer

This clause is cancelled effective 31/03/95.

M2008D (01/06/91) Requirement/Statement of Work

This clause is cancelled effective 31/03/95.

M2009D (01/06/91) Dry Cleaning/Fire Proofing of Drapes

Effective 31/03/95, this clause is superseded by C0418D.

M2010D (01/06/91) Laundering

Effective 15/12/95, this clause is superseded by B6812D.

M2011D (01/06/91) Garments - Rental and Laundry

Effective 15/12/95, this clause is superseded by B6813D.

M2012D (01/06/91) Safety Glasses

This clause is cancelled effective 31/03/95.

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M2013D (01/08/92) Aircrew Requirements

Effective 31/03/95, this clause is superseded by B4030D.

M2014D (01/08/92) Safety Briefing

Effective 31/03/95, this clause is superseded by B4032D.

M2015D (01/08/92) Aircrew Requirements

Effective 31/03/95, this clause is superseded by B4031D.

M2016D (01/12/92) Priority of Documents

Effective 31/03/95, this clause is superseded by K0012C.

M2017C (01/12/92) Work Location

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

M2018D (01/12/92) Insurance Requirements

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

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M2100D (16/06/06) International Sanctions

This clause is cancelled effective 15/08/06.

M2100D (24/05/02) International Sanctions

Effective 16/06/06, this clause is superseded by M2100D.

M2400D (01/08/92) Revision - General

This clause is cancelled effective 31/03/95.

M2405D (01/08/92) Revision - New Offer

This clause is cancelled effective 31/03/95.

M2410C (01/08/92) Revision - Financial Limitation

This clause is cancelled effective 31/03/95.

M2415C (01/08/92) Revision - Period of Standing Offer

This clause is cancelled effective 31/03/95.

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M2420C **(01/08/92)** **Revision - Limitation of Expenditure**

This clause is cancelled effective 31/03/95.

M2430C **(31/03/95)** **Withdrawal of Authority**

This clause is cancelled effective 15/08/06.

M2430C **(01/08/92)** **Withdrawal of Authority**

Effective 31/03/95, this clause is superseded by M2430C.

M2435D **(01/08/92)** **Default**

This clause is cancelled effective 31/03/95.

M2500D **(01/06/91)** **Call-Up Period - Minimum**

This clause is cancelled effective 15/08/06.

M2501D **(15/12/95)** **Call-Ups, Period for Placing**

This clause is cancelled effective 15/08/06.

M2501D **(31/03/95)** **Call-Ups, Period for Placing**

Effective 15/12/95, this clause is superseded by M2501D.

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M2502D (31/01/92) Period of Standing Offer

This clause is cancelled effective 31/03/95.

M2600D (01/06/91) Option

This clause is cancelled effective 31/03/95.

Remarks: Use the following clause in standing offers when price lists form part of the basis of payment.

M3000C (15/08/06) Price Lists

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

M3000D (31/03/95) Price Lists

Effective 15/08/06, this clause is superseded by M3000C.

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

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

M3002T (01/06/91) Canadian Funds

This clause is cancelled effective 31/03/95.

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M3003D (01/06/91) Pricing

This clause is cancelled effective 31/03/95.

M3004D (01/06/91) Sheet Materials

This clause is cancelled effective 31/03/95.

M3005D (01/06/91) Prices

This clause is cancelled effective 31/03/95.

M3006D (01/06/91) Basis of Pricing

This clause is cancelled effective 31/03/95.

M3007D (01/06/91) Basis of Pricing

This clause is cancelled effective 31/03/95.

M3008T (01/12/92) Goods and Services Tax

Effective 31/03/95, this clause is superseded by C2204T.

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M3009D (01/12/92) **Goods and Services Tax**

This clause is cancelled effective 31/03/95.

M3010T (01/12/92) **Price Change, Notification of**

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

M3013D (01/12/92) **Limitation of Expenditure**

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

M3014D (01/12/92) **Taxes - Tobacco**

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 31/03/95.

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M3501D (01/06/91) Basis of Payment

This clause is cancelled effective 31/03/95.

M3502D (01/06/91) Basis of Payment

This clause is cancelled effective 31/03/95.

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

This clause is cancelled effective 15/08/06.

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

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

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

This clause is cancelled effective 15/08/06.

M3503T (13/12/02) Payment by Credit Card

Effective 10/12/04, this clause is superseded by M3503T.

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M3700D (01/06/91) Escalation

This clause is cancelled effective 31/03/95.

M3701D (01/06/91) Escalation

This clause is cancelled effective 31/03/95.

Remarks: Use the following clause in standing offers when an estimate of the cost of performing specific work is required before issuing call-ups. Call-ups should contain the statement of work and the estimate provided by the offeror.

M3800C (15/08/06) Estimates

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

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

Effective 15/08/06, this clause is superseded by M3800C.

M3801D (01/06/91) Authorization of Work

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

M3802D (01/06/91) Work Authorization

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

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M3805C (01/06/91) Requisitioning Authority

Effective 15/09/97, this clause is superseded by M2006D.

M4000T (15/06/98) Rates

This clause is cancelled effective 15/08/06.

M4000T (01/06/91) Rates

Effective 15/06/98, this clause is superseded by M4000T.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content policy is applicable (see Supply Manual), where competition is being solely limited to offers offering Canadian goods and/or services and where it is mandatory that offerors submit a certification with their offer. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D.

M4001T (15/08/06) Canadian Content Certification - Mandatory With Offer - Solely Limited - Single Item or Aggregate Basis

1. This procurement is limited to Canadian goods and/or services as defined in clause K4000D.
2. The Offeror represents and warrants that, of the goods and services being offered, no less than 80 percent of the offer price consists of Canadian goods and/or services as defined in clause K4000D.
3. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
4. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
5. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the offer will render the offer non-responsive.

Signature

Date

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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content Policy is applicable (see *Supply Manual*) and where competition is being conditionally limited to offers offering Canadian goods and/or services. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D.

M4002T (15/08/06) Canadian Content Certification - Conditionally Limited - Single Item or Aggregate Basis

1. This procurement is subject to a preference for Canadian goods and/or services as defined in clause K4000D.
2. Offers that include this representation and warranty will be given preference over other offers, if there are three or more suppliers who have submitted offers with a valid certification.
3. The Offeror represents and warrants that, of the goods and/or services being offered, no less than 80 percent of the offer price consists of Canadian goods and/or services, as defined in the clause K4000D.
4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the offer will result in the goods and/or services offered being treated as non-Canadian.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content Policy is applicable (see *Supply Manual*), where competition is being solely limited to offers offering Canadian goods and/or services and where it is mandatory that offerors submit a certification with their offer. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the offeror will be required to indicate beside each item, listed in the offer, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D.

M4003T (15/08/06) Canadian Content Certification - Mandatory With Offer - Solely Limited - Multi - Items Listed in Offer

1. This procurement is limited to Canadian goods and/or services as defined in clause K4000D.
2. The Offeror represents and warrants that, of the goods and/or services being offered, items individually identified as such in the offer are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.

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3. Offers may be accepted in whole or in part.
4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the offer will render the offer non-responsive.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to offers offering Canadian goods and/or services and where it is mandatory that offerors submit a certification with their offer. This clause is to be for multi-item requirements that are being certified on an individual item basis and where the offeror is to list in the clause those items in its offer that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D.

M4004T (15/08/06) Canadian Content Certification - Mandatory With Offer - Solely Limited - Multi-Item Requirements Listed in Clause

1. This procurement is limited to Canadian goods and/or services as defined in clause K4000D.
2. Offers may be accepted in whole or in part.
3. The Offeror represents and warrants that, of the goods/or and services being offered, the following items are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.

4. The Offeror acknowledges that the Minister relies upon such representation and warranty to evaluate offers and to enter into any contract resulting from this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. Failure to execute this representation and warrantee on the signature block immediately following this paragraph and to include it with the offer will render the offer non-responsive.

Signature

Date

M - Standing Offers

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content Policy is applicable (see *Supply Manual*) and where competition is being conditionally limited to offers offering Canadian goods and/or services. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the offeror will be required to indicate beside each item, listed in the offer, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D.

M4005T (15/08/06) Canadian Content Certification - Conditionally Limited - Multi-Items Listed in Offer

1. This procurement is subject to a preference for Canadian goods and/or services as defined in clause K4000D.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other offers, if there are three or more suppliers who have submitted offers with a valid certification. Offers may be accepted in whole or in part.
3. The Offeror represents and warrants that, of the goods and/or services being offered, items individually identified as such in the offer are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.
4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the offer will result in all goods and/or services offered being treated as non-Canadian.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content Policy is applicable (see *Supply Manual*) and where competition is being conditionally limited to offers offering Canadian goods and/or services. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the offeror is to list in the clause those items in its offer that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D.

M4006T (15/08/06) Canadian Content Certification - Conditionally Limited - Multi-Items listed in Clause

1. This procurement is subject to a preference for Canadian goods and/or services as defined in clause K4000D.
2. On an item-by-item basis, items that include this representation and warranty will be given preference over other offers, if there are three or more suppliers who have submitted offers with a valid certification. Offers may be accepted in whole or in part.

M - Standing Offers

3. The Offeror represents and warrants that, of the goods and/or services being offered, the following items are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.

4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the offer will result in all goods and/or services offered being treated as non-Canadian.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to offers offering Canadian goods and/or services and where it is not mandatory that offerors submit a certification with their offer. This clause is to be used for single item requirements and multi-item requirements that are being certified on an aggregate basis.

This clause must be used in conjunction with clause K4000D.

M4011T (15/08/06) Canadian Content Certification - Not Mandatory With Offer - Solely Limited - Single Item or Aggregate Basis

1. This procurement is limited to Canadian goods and/or services as defined in clause K4000D.
2. The Offeror represents and warrants that, of the goods and/or services being offered, no less than 80 percent of the offer price consists of Canadian goods and/or services as defined in clause K4000D.
3. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
4. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
5. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the offer responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with the offer, will render the offer non-responsive.

Signature

Date

M - Standing Offers

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content Policy is applicable (see *Supply Manual*), where competition is being solely limited to offers offering Canadian goods and/or services and where it is NOT mandatory that offerors submit a certification with their offer. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the offeror will be required to indicate beside each item, listed in the offer, whether the item is Canadian.

This clause must be used in conjunction with clause K4000D.

M4013T (15/08/06) Canadian Content Certification - Not Mandatory With Offer - Solely Limited - Multi-Items Listed in Offer

1. This procurement is limited to Canadian goods and/or services as defined in clause K4000D.
2. The Offeror represents and warrants that, of the goods and/or services being offered, items individually identified as such in the offer are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.
3. Offers may be accepted in whole or in part.
4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and issue a standing offer as a result of this request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
6. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the offer responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with the offer, will render the offer non-responsive.

Signature

Date

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in all competitive requests for standing offers in which the Canadian Content policy is applicable (see *Supply Manual*), where competition is being solely limited to offers offering Canadian goods and/or services and where it is not mandatory that offers submit a certification with their offer. This clause is to be used for multi-item requirements that are being certified on an individual item basis and where the offeror is to list in the clause those items in its offer that are to be considered Canadian.

This clause must be used in conjunction with clause K4000D.

M4014T (15/08/06) Canadian Content Certification - Not Mandatory With Offer - Solely Limited - Multi-Item Requirements Listed in Clause

1. This procurement is limited to Canadian Goods and/or Services as defined in clause K4000D.
2. Offers may be accepted in whole or in part.
3. The Offeror represents and warrants that, of the goods and/or services being offered, the following items are Canadian goods and/or services as defined in clause K4000D, and acknowledges that only those items will receive consideration.

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- _____
- _____
- _____
4. The Offeror acknowledges that Canada relies upon such representation and warranty to evaluate offers and to issue a standing offer as a result of the request for standing offers. Such representation and warranty of Canadian content may be verified in such manner as Canada may reasonably require.
 5. Should a verification by Canada disclose a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default.
 7. The execution of this representation and warranty on the signature block immediately following this paragraph is a condition to render the offer responsive. Failure to provide the signed certification upon request within _____ calendar days, if it is not submitted with the offer, will render the offer non-responsive.

Signature

Date

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

Use clause A9140C for contracts.

M4025C (16/06/06) Priority of Documents

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

1. the call up against the Standing Offer, including any annexes;
2. the Standing Offer;
3. **(Contracting officer to delete if not applicable)** the supplemental general conditions _____
(Insert number and title);
4. General conditions _____ **(insert number and title)**;
5. Annex " _____ " - _____;
6. Annex " _____ " - _____;
7. the Offeror's offer _____ **(insert date of offer)**, as amended _____ **(insert date(s) of amendment(s), if applicable)**.

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M4025D (16/12/05) Order of Priority

Effective 16/06/06, this clause is superseded by M4025C.

Remarks: Use the following clause in all standing offers where the winning offeror's eligibility for consideration required the completion and submission of a signed Canadian Content certification.

M4100C (15/08/06) Canadian Content Certification

1. The Offeror represents and warrants that the certification of Canadian Content submitted with its offer is accurate and complete, and that the goods and services to be provided to Canada pursuant to this Standing Offer will be in accordance with the said certification. The Offeror acknowledges that Canada has relied upon such representation and warranty to issue the Standing Offer. Such representation and warranty may be verified in such manner as Canada may reasonably require.
 2. The Contractor acknowledges that in the event of a breach of such covenant, Canada will have the right to treat any contract resulting from the Standing Offer as being in default in accordance with the default provisions of the Contract.
 3. The Offeror must keep proper records and documentation relating to the origin of the goods and services provided to Canada. The Offeror must not, without obtaining before the written consent of Canada, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes, whichever is later. All such records and documentation must at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of Canada, who may make copies and take extracts thereof. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
 4. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have in relation to or pursuant to any contract resulting from the Standing Offer.
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M4500D (01/06/91) Financial Limitation

This clause is cancelled effective 31/03/95.

M4501D (01/06/91) Limitation of Expenditure

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

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

This clause is cancelled effective 15/08/06.

M4502D (12/05/00) Limitation

Effective 12/12/03, this clause is superseded by M4502D.

M4503D (01/06/91) Call-Up Limitation

This clause is cancelled effective 31/03/95.

M4504D (01/06/91) Call-Up Limitation

This clause is cancelled effective 31/03/95.

M4505D (01/06/91) Limitation of Expenditure

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

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where there is a need to include a limitation of expenditure on the total value of the call-ups.

M4506C (15/08/06) Financial Limitation - Total

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or _____ months before the expiry date of the Standing Offer,

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whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

M4506D (10/06/05) Financial Limitation

Effective 15/08/06, this clause is superseded by M4506C.

M4508D (31/01/92) Financial Limitation

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

M4509D (31/01/92) Call-up Limitation

This clause is cancelled effective 31/03/95.

M4600D (01/06/91) Hourly Rates Adjustment

This clause is cancelled effective 31/03/95.

M4601D (15/12/95) Rates

The Offeror is to submit all-inclusive hourly rates for the actual time to be worked during the total period of the Standing Offer subject only to the adjustment provisions specified herein.

M4601D (01/06/91) Rates

Effective 15/12/95, this clause is superseded by M4601D.

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M4602D (01/06/91) Rates

This clause is cancelled effective 31/03/95.

M4603D (01/06/91) Rate Assessment

This clause is cancelled effective 31/03/95.

M4604D (01/06/91) Rates

This clause is cancelled effective 31/03/95.

M4605D (15/06/98) Rates

1. Definition

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

2. Mandatory Price Inclusions

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

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

3. Calculation of Overtime Rates

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

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

4. Employee Deductions

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

5. Bilingual Rates

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

6. Hourly Rates Adjustment

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

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

7. Transportation

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

8. Verification of Time Charged

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

M4605D (15/12/95) Rates

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

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M4607D (01/08/92) Overtime Rates

This clause is cancelled effective 31/03/95.

M4607D (31/01/92) Overtime Rates

Effective 01/08/92, this clause is superseded by M4607D.

M4700D (01/06/91) Non-Canadian Content

This clause is cancelled effective 01/08/92.

M4701D (01/06/91) Canadian Content

This clause is cancelled effective 01/08/92.

M5000D (01/12/92) Inspection

This clause is cancelled effective 31/03/95.

M5001D (21/06/99) Inspection - Charter

All services provided shall be subject to the approval of and acceptance by the Charterer or his authorized representative who will have the right to inspect the aircraft, and operational documentation including flight plan or flight notification, loading records, logs and aircrew logbooks, in order to ensure compliance with the terms and conditions stated in this Standing Offer and any call-up made against it.

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M5001D (01/12/92) Inspection

Effective 21/06/99, this clause is superseded by M5001D.

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

This clause is cancelled effective 15/08/06.

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

M5205C (13/12/02) Haulage Rates

1. The Offeror's agreement is that, for work of a haulage nature under this Standing Offer, it will pay its subcontractors the haulage rates, minimum or maximum, as and where established by the provincial or territorial authority having jurisdiction in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by the provincial or territorial audit authority.
 2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers where the performance of the work will involve either haulage or a federal Fair Wage Schedule forms part of the contract or both.

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

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

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

M5210C (13/12/02) Fair Wage

1. By submission of its tender, the Offeror's agreement is that, for work where a federal Fair Wage Schedule forms part of the Standing Offer, it will pay its employees in accordance with the Fair Wages Schedule as and where established by the federal government in the geographical area where the work, the majority of the work or the largest component of the work is located. The Offeror is also subject to verification by federal government audit.
 2. If the said audit demonstrates that the certification is in error, it is agreed that the Offeror may be subject to sanctions as determined by the federal government.
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M6000D (01/06/91) Attention

This clause is cancelled effective 31/03/95.

M6001D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6002D (01/06/91) Delivery

This clause is cancelled effective 31/03/95.

M6003D (01/06/91) Delivery Point

This clause is cancelled effective 31/03/95.

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M6004D (31/01/92) Delivery

This clause is cancelled effective 31/03/95.

M6200D (01/06/91) Packing Slips

This clause is cancelled effective 31/03/95.

M6300D (01/06/91) Inspection and Acceptance

This clause is cancelled effective 31/03/95.

M6400D (01/06/91) Shipment and FOB

Effective 01/05/96, this clause is superseded by D4000C.

M6500D (01/06/91) Authorization for Delivery

This clause is cancelled effective 31/03/95.

M7000D (01/06/91) Utilization Reports

This clause is cancelled effective 31/03/95.

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M7001D (01/06/91) Reporting

This clause is cancelled effective 31/03/95.

M7002D (01/06/91) Reporting

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

M7003D (31/03/95) Periodic Reports

Effective 15/08/06, this clause is superseded by M7010C.

M7004D (01/06/91) Reporting

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

M7005C (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

M7005T (31/01/92) Reporting Forms

This clause is cancelled effective 31/03/95.

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 (master) standing offers when more than one department is identified as a user of the standing offer. Standing Offer Authorities must attach a list of the data to be reported on by the offeror as an annex to the standing offer documents. The Value Management Office, Acquisition Renewal Sector, requires as a minimum the data elements that are detailed within the business volume report made available at the Standing Offer Index (<http://soi.pwgsc.gc.ca>).

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M7010C (15/08/06) Standing Offers Reporting

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

Quarterly periods are defined as follows:

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

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

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

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

M7010C (16/06/06) Standing Offer / Supply Arrangement Reporting

Effective 15/08/06, this clause is superseded by M7010C.

M8000D (01/06/91) Terms and Conditions

Effective 31/03/95, this clause is superseded by M8003D.

M8001D (01/06/91) Part III - Terms and Conditions

This clause is cancelled effective 31/03/95.

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M8002D (01/06/91) Part III- Terms and Conditions

This clause is cancelled effective 31/03/95.

M8003D (31/03/95) DISO - Call-up

This clause is cancelled effective 15/08/06.

M8003D (01/06/91) DISO

Effective 31/03/95, this clause is superseded by M8003D.

M8004D (01/06/91) Terms and Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8006D (01/06/91) General Conditions/Standing Offer

Effective 31/03/95, this clause is superseded by K0000D.

M8007D (01/06/91) General Conditions

This clause is cancelled effective 31/03/95.

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M8008D (04/01/94) General Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8009D (01/06/91) General Conditions

Effective 31/03/95, this clause is superseded by K0000D.

M8010D (31/01/92) General Conditions

This clause is cancelled effective 01/08/92.

M8011D (01/12/92) Air Charter Conditions

This clause is cancelled effective 31/03/95.

M8012D (04/01/94) Contractual Obligation

This clause is cancelled effective 31/03/95.

M8012D (01/12/92) Contractual Obligation

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

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

This clause is cancelled effective 31/03/95.

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M9001D (23/11/98) Notification of Revision

This clause is cancelled effective 15/08/06.

M9001D (30/06/95) Notification of Revision

Effective 23/11/98, this clause is superseded by M9001D.

M9002D (01/06/91) Withdrawal of Authority

Effective 31/03/95, this clause is superseded by M2430C.

M9003D (01/06/91) Standing Offer

This clause is cancelled effective 31/03/95.

M9004D (01/06/91) General Provisions

This clause is cancelled effective 31/03/95.

M9005D (15/09/97) Standing Offer, Period of

This clause is cancelled effective 15/08/06.

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M9005D (30/06/95) Standing Offer, Period of
Effective 15/09/97, this clause is superseded by M9005D.

M9006D (01/08/92) Supplier Representative
This clause is cancelled effective 31/03/95.

M9006D (01/06/91) Supplier Representative
Effective 01/08/92, this clause is superseded by M9006D.

M9007D (01/06/91) Person to be Contacted
Effective 31/03/95, this clause is superseded by D0030D.

M9008D (01/06/91) Withdrawal, Notification of
This clause is cancelled effective 31/03/95.

M9009D (01/06/91) WHMIS Regulations
Effective 15/12/95, this clause is superseded by B1505D.

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M9010D (01/06/91) Availability of Materiel

This clause is cancelled effective 31/03/95.

M9011D (01/06/91) Payment

This clause is cancelled effective 31/03/95.

M9012D (01/06/91) Authorization

This clause is cancelled effective 31/03/95.

Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in standing offers if it is foreseen that Canada may require an extension of the period of the standing offer.

M9014C (15/08/06) Extension of Standing Offer

Should the Standing Offer be authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional ____ period, from ____ to ____ under the same conditions and at the rates or prices specified in the Standing Offer or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ____ days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

Effective 15/08/06, this clause is superseded by M9014C.

M9016D (31/01/92) Call-ups

This clause is cancelled effective 31/03/95.

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M9019D (04/01/94) General Provisions

This clause is cancelled effective 31/03/95.

M9019D (31/01/92) General Provisions

Effective 04/01/94, this clause is superseded by M9019D.

M9020D (31/01/92) Period of Proposed Standing Offer

Effective 31/03/95, this clause is superseded by M9014D.

M9021D (01/08/92) General Provisions

This clause is cancelled effective 31/03/95.

M9021D (31/01/92) General Provisions

Effective 01/08/92, this clause is superseded by M9021D.

M9022D (31/01/92) Air Charter Services

This clause is cancelled effective 31/03/95.

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M9023D (01/08/92) General Provisions

This clause is cancelled effective 31/03/95.

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

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

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

This clause is cancelled effective 31/03/95.

M9026D (12/12/03) Method of Payment

This clause is cancelled effective 15/08/06.

M9026D (10/12/01) Method of Payment

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

M9100D (01/08/92) Security Requirements

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

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 offers. Use in conjunction with M0011T.

Use clause 1 when only employees of the federal government will be involved in the evaluation of offers.

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Use clause 2 when third parties will also be involved in the evaluation as it is necessary to disclose third party participants to all offerors in view of the confidentiality obligations of Canada.

M9101T (15/08/06) Evaluation Team

Clause 1

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

OR

Clause 2

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

Remarks: Use the following clause for all competitive requests for standing offers where the potential offeror may be a Former Public Servant in receipt of a Lump Sum Payment (see *Supply Manual* procedure 6D.482). Use this clause in conjunction with clauses A9105C and A9106T.

M9103T (15/08/06) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, offerors 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, offerors 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 standing offer is issued to a former public servant during the period covered by the lump sum payment, the fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Offeror's lump sum payment period after the beginning of the Standing Offer.
 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 request for standing offers, 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 offer, and must be provided on, or before, offer closing. Failure to meet this condition will render the offer non-responsive.
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Remarks: Use the following clause for all non-competitive requests for standing offers where the potential offeror may be a Former Public Servant in receipt of a Lump Sum Payment (see *Supply Manual* 6D.482). Use the clause in conjunction with clauses A9105C and A9106T.

M9104T (15/08/06) Work Force Reduction Programs

1. As a result of the recent implementation of various programs to reduce the public service, offerors 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, offerors 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 standing offer is issued 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 Offeror's lump sum payment period after the beginning the Standing Offer.
 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 request for standing offers, 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. Former public servants in receipt of a pension will additionally be subject to a 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 offer, and must be provided on, or before, offer closing. Failure to meet this condition will render the offer non-responsive.
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Remarks: Use the following clause in standing offers where clauses A9103T or A9104T and clause A9106T were used.

M9105C (15/08/06) Work Force Reduction Programs

1. It is a term of the Standing Offer:
 - (a) that the Offeror has declared to the Standing Offer Authority whether the Offeror 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 Offeror has informed the Standing Offer Authority of the terms and conditions of that work force reduction program, pursuant to which the Offeror 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

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- (c) that the Offeror has informed the Standing Offer Authority of any exemption in respect of the abatement of a contract fee received by the Offeror under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.
2. The Offeror represents and warrants that the information submitted with its offer is accurate and complete. The Offeror acknowledges that Canada has relied upon such representation to issue the Standing Offer. Such representation may be verified in such manner as Canada may reasonably require.
 3. The Offeror acknowledges that in the event of a breach of such covenant, Canada will have the right to terminate any contract resulting from the Standing Offer and set aside the Standing Offer.
 4. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have in relation to or pursuant to any contract resulting from the Standing Offer.
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Remarks: THIS CLAUSE IS TO APPEAR IN FULL TEXT IN PROCUREMENT DOCUMENTS. Use the following clause in requests for standing offers with either clause A9103T or A9104T.

M9106T (15/08/06) Work Force Reduction Programs - Details

1. In accordance with the requirements of clause _____ (*specify A9103T or A9104T*), offerors 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 offerors must indicate their status by checking the applicable line. Offers that are subject to the Work Force Reduction Program (s), must also include the specified details. Failure to indicate the status will be considered as having not met this requirement and will render the offer non-responsive.

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

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

Name of Offeror: _____

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: \$ _____	

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