

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

Introduction:

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

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

The RFSO Template provides the following:

Legend:

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

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

Drafting Conventions:

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

WORD CHOSEN	WORDS NOT CHOSEN	REASON FOR CHOICE
<i>Offer</i>		<i>“offer” must be used; the term is not capitalized.</i>
<i>Offeror</i>	<i>Supplier / Bidder</i>	<i>“Offeror” has been used in Parts 1, 2, 3, 4 and 5.A. of the RFSO. The Offeror or his authorized representative must sign each Offer submitted.</i>
<i>Contract / Call-up</i>	<i>Agreement</i>	<i>All SACC clauses refer to the “Contract”. This term must be capitalized in English only and is used in the clauses under Part 5.B. - Resulting Contract Clauses.</i>
<i>Standing Offer Authority</i>	<i>Contracting Officer / Contracting Authority</i>	<i>“Standing Offer Authority” and “Contracting Authority” are defined under Part 5.A., clause 5.1 of the RFSO. Standing Offer Authority is used in the RFSO, the standard instructions 2006 and the general conditions for standing offers 2005. However, SACC Manual clauses contains “Contracting Authority” and will be incorporated into Part 5.B. of the RFSO.</i>
<i>Statement of Work / Requirement</i>	<i>Statement of Requirement</i>	<i>The template allows the Standing Offer Authority to select either “Statement of Work” or “Requirement”. It will be necessary to do a spell check to ensure the same word appears throughout the document.</i>
<i>Canada</i>	<i>Crown</i>	<i>Generally, in a contract, rather than referring to Her Majesty as “the Crown”, “Canada” should be used.</i>

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

Numbering System:

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

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

- Part 1: provides a general description of the requirement.
- Part 2: provides the instruction clauses and conditions applicable to the RFSO and states that the Offeror agrees to be bound by the terms and conditions contained in all parts of the RFSO.
- Part 3: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified.
- Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the certifications to be provided, the security requirement, if applicable and the basis of selection.
- Part 5A: includes the Standing Offer containing the offer from the Offeror and the applicable terms and conditions;
- Part 5B: includes the clauses or conditions, which will apply to any contract resulting from a "call-up" made pursuant to the standing offer.

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

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

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

2. Summary

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

3. Security Requirement

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

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

X. Key Terms

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

X. Conflict of Interest

PART 2 - OFFEROR INSTRUCTIONS

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

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the terms and conditions of the Standing Offer and Resulting Contract(s).

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

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

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

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

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

1.1 SACC Manual Clauses

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

2. Submission of Offers

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

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

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

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

2.1 SACC Manual Clauses

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

2.2

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

3. Enquiries - RFSO

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

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

4. Applicable Laws

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

The Offeror may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or

territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offeror.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (____ copies)

Section II: Financial Offer (____ copies)

Section III: Certifications Requirements (____ copies)

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

Remarks to Standing Offer Authority: Use the following clause in full text when it is anticipated that users will make payments for call-ups against the standing offer by Government of Canada Acquisition Card credit card at the point of sale. Delete if not applicable.

Payment by Credit Card

The Offeror is requested to complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will NOT be accepted for payment of call-ups against the standing offer.

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

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

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

Section III: Certification Requirements

Certifications Precedent to Issuance of Standing Offer

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

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

OR

Certifications with the Offer

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

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

PART 4 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATIONS

1. Evaluation Procedures

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

Remark to Standing Offer Authority: Use the following paragraphs, if applicable.
An evaluation team composed of representatives Canada will evaluate the offers.

OR

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria
(*Insert mandatory technical criteria, if any.*)

1.1.2 Point Rated Criteria
(*Insert point rated criteria, if any.*)

1.2 Financial Evaluation

1.2.1 (*Insert financial evaluation criteria.*)

2. Basis of Selection

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

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

3. Security Requirement

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

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

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

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

OR

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

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

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

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

4. Certifications

Remark to Standing Offer Authority: The certification entitled "Certifications precedent to issuance of standing offer" below will be a condition precedent to issuance of standing offer as opposed to a mandatory requirement for evaluation purposes. This approach is recommended to ensure offers are not rejected during evaluation for lack of certifications. In the event that an offeror does not provide certifications at RFSO closing, the Standing Offer Authority must request these certifications before issuance of standing offer. Failure by the Offeror to comply will render the offer non-responsive.

4.1 Certifications precedent to issuance of standing offer

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

Remark to Standing Offer Authority: If applicable, use in full text one of the following new clauses which have been added for use in RFSOs: M2000T, Federal Contractors Program for Employment Equity - \$200,000 or more, OR M2002T, Federal Contractors Program for Employment Equity - over \$25,000 and below \$200,000.

4.1.1 Federal Contractors Program for Employment Equity - Certification

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

4.1.2 Work Force Reduction Programs

Remark to Standing Offer Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization on Government Procurement Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following new certification clauses which have been added for use in RFSOs: M4011T OR M4013T OR M4014T, for all competitive RFSOs where competition is solely limited to offers offering Canadian Goods and/or Services and

where the certification clause is not mandatory with the offer. See Supply Manual, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition and resulting clause M4100C, Canadian Content Certification to be added in Part 5A. Standing Offer.

4.1.3 Canadian Content Certification

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

4.1.4 Price OR Rate Certification

OR

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

X.1 Certifications with the offer

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

Remark to Standing Offer Authority: For non North American Free Trade Agreement (NAFTA) and non World Trade Organization on Government Procurement (WTO-AGP) requirements in accordance with the Canadian Content Policy, use in full text one of the following new certification clauses, which have been added for use in RFSOs, for all competitive RFSOs where competition is being conditionally limited (M4002T **OR** M4005T **OR** M4006T) **OR** solely limited (M4001T **OR** M4003T **OR** M4004T) to offers offering Canadian Goods and/or Services and where the certification clause is mandatory with the offer. See Supply Manual, chapters 4, 5 and 7. Use in conjunction with K4000D, Canadian Content Definition and resulting clause M4100C, Canadian Content Certification, to be added in Part 5A. Standing Offer.

X.1.1 Canadian Content Certification

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

1. Offer

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

OR

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

OR

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

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

2. Security Requirement

There is a security requirement associated with the requirement.

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

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting Contract(s) by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

3.1 General Conditions

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

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

3.2 Standing Offer 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.

4. Term of Standing Offer

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

4.1 Period of Standing Offer

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

OR

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

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

4.2 Extension of Standing Offer

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

_____ (Name of Standing Offer Authority)

_____ (Title)

Public Works and Government Services Canada
Acquisitions Branch

_____ (Fill in) Directorate

_____ (Fill in Address)

Telephone: (___)

Facsimile: (___)

E-mail address:

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

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

5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

OR

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

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

5.2 Offeror Contacts

(Fill in or delete, as applicable).

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

6. Identified Users

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

OR

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

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

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

7. Call-up Procedures

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

8. Call-up Instrument

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

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

9. Limitation of Call-ups

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

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

10. Limitation of Expenditure

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

11. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the Standing Offer;
- (c) *(Standing Offer Authority to delete if not applicable)* the supplemental general conditions _____; *(Insert number and title)*
- (d) General conditions _____; *(insert number and title)*

- (e) Annex “_____” - _____;
- (f) Annex “_____” - _____;
- (g) the Offeror’s offer _____ (*insert date of offer*), as amended _____. (*insert date(s) of amendment(s)- if applicable*)

12. Certifications

12.1 Compliance

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

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

13. Applicable Laws

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

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

14. (...)

B. RESULTING CONTRACT CLAUSES

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

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

1. Statement of Work **OR** Requirement

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

OR

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

OR

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

OR

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

OR

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

OR

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

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

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

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

2.2 SACC Manual Clauses

Remark to Standing Offer Authority: Use the following clause where general conditions 9601 or 9676 or 9624 applies.

2.3 International Sanctions

(1) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or

services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

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

(2) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

(3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor must immediately inform Canada of the situation and the procedures applicable to force majeure will then apply.

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

3. Term of Contract

3.1 Delivery Date

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

OR

3.1 Period of Contract

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

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

4. Payment

4.1 Basis of Payment

(Fill-in, as applicable)

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

4.2 Limitation of Expenditure

4.3 Method of Payment

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

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

4.4 SACC Manual Clauses

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

4.5 Payment by Credit Card

(The Standing Offer Authority must complete the clause if the Offeror has accepted payment by credit card(s) (Visa, MasterCard) as specified by the Offeror under Part 3 of the RFSO.)

(Use this clause if only one credit card is accepted)

The following credit card is accepted: _____

OR

(Use this clause if more than one credit card are accepted)

The following credit cards are accepted: _____ and _____.

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

5. Invoicing Instructions

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

OR

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

OR

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

OR

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

OR

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

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

Examples: A9131C, B1501C, B4030C, B4031C, B7500C, etc.

6. SACC Manual Clauses

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

7. (...)

ANNEX X

STATEMENT OF WORK

OR

REQUIREMENT

(Insert as appropriate)

ANNEX X

BASIS OF PAYMENT

(Insert as appropriate)

ANNEX X

SECURITY REQUIREMENTS CHECK LIST

(SRCL must be inserted, if applicable)