

May 2019 High Complexity Bid Solicitation and Resulting Contract Template (HC)

Purpose and Scope:

PWGSC templates standardize and simplify procurement terminology and format, and ensure that documents issued for the acquisition of goods and services are consistent.

This template is to be used for high complexity competitive and non-competitive requirements for goods, services or both.

This template is for the use of PWGSC contracting officers. Client departments using the PWGSC standard procurement templates and SACC Clauses will need to modify them to suit their specific requirements and departmental procurement process. It is important to note that client departments may not have the same legislative authority, access to the same procurement tools, or the same departmental policy framework as PWGSC. Client departments are therefore advised to consult with their legal sector prior to using these templates.

Legal name of the department

Although PWGSC was renamed Public Services and Procurement Canada (PSPC) for communication purposes, the legal name remains Public Works and Government Services Canada in policy instruments and in legal documents including contracts.

References to the use of the templates may be found in the [Standard Procurement Template Procedures](#) on GCpedia, in sections [4.10](#) - Solicitation Methods and [4.15.1](#) - Departmental Standard Procurement Templates as well as in section [1.10.10](#) - Procurement Best Practices of the Supply Manual.

Instructions:

Except where indicated, do not modify or change the order or content of the templates.

Review all remarks and instructions in this template and in the SACC Manual to ensure the proposed clause is applicable to the requirement, otherwise, delete the clause and associated remarks and instructions and renumber accordingly.

Prior to issuing the bid solicitation document:

- (a) ensure clause numbering is sequential;*
- (b) delete all unused options, instructions and remarks;*
- (c) delete any clauses that are not applicable to the requirement; and*
- (d) update the Table of Contents.*

Automatic Table of Contents:

The HC Template contains an automatic Table of Contents based on two MS Word style levels titled Template Heading 1 and Template Heading 2 that you must select to create the table of contents as follows:

Style 1: Template Heading 1: (CAP + Arial 10+bold+black)

Example: **PART 1 - GENERAL INFORMATION**

Style 2: Template Heading 2: (Arial 10+bold+black)

Example:

3. Former Public Servant

4. Enquiries - Bid Solicitation

After having deleted, added or modified the text in the body of the document, you must update the Table of Contents (ToC) by doing the following steps:

- 1. insert the text in the body of the document (never directly in the automatic table of contents);*
- 2. apply the applicable MS Word style, as described above;*
- 3. Under the MSWord menu:*
 - a. click on References;*
 - b. click on Add Text and on the applicable level of the drop down menu;*
 - c. click on the Update Table;*
 - d. save the document;*
 - e. deactivate the track changes mode functionality.*
- 4. To delete text identified with a ToC heading:*
 - a. position the cursor on the left side of the heading to be deleted from the ToC;*
 - b. select the button "Change Styles" above in the MSWord menu, then "Clear All";*
 - c. remember to renumber accordingly and update the automatic Table of Contents.*

Navigation Pane:

The "Navigation Pane" feature in MS Word enables you to see a quick overview of a document's elements and structure, especially if you use the Word heading styles and to quickly navigate up or down through the document. Click the View tab and select the Navigation Pane check box.

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XXXXXX-XXXXXX/X
Client Ref. No. - N° de réf. du client
XXXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
xxxxx.XXXXXX-XXXXXX

Buyer ID - Id de l'acheteur
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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Modify this paragraph and update the automatic Table of Contents, as applicable.

The Annexes include the Statement of Work **OR** Requirement (*choose as applicable*), the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 **OR** DND 626 Task Authorization Form and any other annexes.

1.2 Summary

Include the following items listed below, as applicable. For consistency, use the same wording to describe the requirement in the Notice of Proposed Procurement (NPP), as formulated in this article.

1.2.1 *insert a brief description of the requirement detailed under Part 7, article 7.1, of the bid solicitation. The description should include enough information for suppliers to decide whether to respond to the bid solicitation (for example, it may list sub-categories of goods or services along with the key differentiating characteristics):*

- *for whom? (identify the client department);*
- *the period of the contract or delivery date;*
- *delivery points.*

1.2.2 *include the following sentence for requirements that contain security requirements.*

"There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website".

1.2.3 *include the following sentence if the requirement is subject to all trade agreements noted in the clause, otherwise modify this article accordingly.*

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.2.4 *include the following sentence if the Canadian Content Policy applies and competition is conditionally limited to bids offering Canadian goods and/or services, as per SACC Manual clauses [A3061T](#), [A3062T](#), [A3063T](#), [A3065T](#), [A3066T](#), and [A3069T](#).*

Consult [Section 3.130](#) of the Supply Manual for more information on the complete Canadian Content Policy and the procedures for its application.

"The requirement is subject to a preference for Canadian _____ (*insert "goods" or "services" or "goods and services"*)."

1.2.5 *include the following sentence as part of the description of the requirement if the Canadian Content Policy applies and competition is solely limited to bids offering Canadian goods and/or services, as per SACC Manual clauses [A3051T](#), [A3052T](#), [A3053T](#), [A3055T](#), [A3056T](#) and [A3059T](#).*

Consult [Section 3.130](#) of the Supply Manual for more information on the complete Canadian Content Policy and the procedures for its application.

"The requirement is limited to Canadian _____ (*insert "goods" or "services" or "goods and services"*)."

1.2.6 *if the procurement is subject to one or more Comprehensive Land Claims Agreements (CLCAs), the Contracting Authority must list the applicable CLCAs in the bid solicitation. The following wording can be used, with the blanks filled in with the applicable CLCAs. Refer to [section 9.35](#) of the Supply Manual for more information as to when CLCAs apply.*

"This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- _____
- _____."

*In bid solicitations to establish a contract with task authorizations (TA) that will allow for deliveries across Canada, **including** areas that are subject to CLCAs, the following sentence may be used:*

"This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements."

*Conversely, if the bid solicitation is to establish a contract with task authorizations that will allow for deliveries across Canada, **excluding** areas that are subject to CLCAs, the following sentence may be used:*

"This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada,

excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract."

1.2.7 include the following sentence for requirements that have been set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB).

"This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual."

Insert the following sentence, if applicable:

"This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses."

Insert the following sentence, if applicable:

"Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement."

1.2.8 include the following sentence for requirements that involve the production of and/or access to controlled goods.

"This procurement is subject to the Controlled Goods Program. The [Defence production Act](#) defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA)."

1.2.9 include the following sentence where the National Security Exception (NSE) provided in trade agreements has been invoked by Canada, to exclude a procurement from some or all of the obligations of the relevant trade agreement(s), because Canada considers the procurement necessary to protect its national security interests.

"The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of all the trade agreements."

Other examples of items to insert, as applicable:

1.2.10 include the following sentence when a bidders' conference or site visit or both are optional or mandatory.

"There is a _____ (*insert "optional" or "mandatory" bidders' conference and site visit OR bidder's conference OR site visit*) associated with this requirement where personnel security screening is required prior to gaining access to _____ (*insert PROTECTED information, assets or sites or CLASSIFIED information, assets or sites*). Consult Part 2 – Bidder Instructions."

*1.2.11 include the following sentence for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at **\$1,000,000 and above**, options excluded and Applicable Taxes included.*

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

1.2.12 *include the following sentence to inform bidders that the epost Connect service is available as an electronic delivery method for submitting bids. The contracting officers must ensure that the Bid Receiving Unit email, address and fax number are included correctly within the solicitation.*

"This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

1.3 Debriefings

Consult sections [7.35](#), [7.40](#), [7.45](#) of the Supply Manual for additional information on debriefings.

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

Include the latest version of Standard Instructions [2003](#) or [2004](#), as applicable, for all bid solicitations including those resulting from a Supply Arrangement, unless otherwise indicated in the SA.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) _____ (*insert date*) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

OR

For non-competitive requirements, delete the above paragraph that refers to the Standard Instructions [2003](#) and insert the following:

The [2004](#) _____ (*insert date*) Standard Instructions - Goods or Services - Non-competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

For PWGSC Supply Arrangements where the integrity provisions were incorporated at the RFSA stage and the Bidder has already provided a list of names, replace subsection 3.a) of Section 01, Integrity Provisions – Bid in Standard Instructions [2003](#) (or [2004](#), as applicable) with the following:

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions (*insert, as applicable: [2003](#) or [2004](#)*) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names “.

Include the following modification to Standard Instructions 2003 when requiring bids to remain valid for more than 60 days. Insert the number of days the bid is to remain valid.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: _____ days

Insert Supplemental Standard Instructions 2003-1 in conjunction with standard instructions 2003 by reference for the procurement of telecommunications products or services only.

The 2003-1 _____ (*insert date*) Supplemental Standard Instructions - Telecommunications, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

If applicable, include SACC Manual clauses by reference for specific instructions not covered by the standard instructions. For example, B3000T, B4024T. Review the “Remarks” for each clause before inserting to ensure it is appropriate for the requirement, and not duplicating or contradicting other instructions.

2.2 Submission of Bids

Sections 05 to 10 of Standard Instructions 2003 provide additional instructions and guidance to Bidders on the submission of bids. Review these sections before adding additional clauses to ensure there is no duplication or contradictory information.

Include the following paragraph if the BRU address, BRU facsimile and BRU email address required for delivery and/or transmission of bids are provided on page 1 of the bid solicitation.

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Or

Include the following paragraph if the BRU address, BRU facsimile and BRU email address required for delivery and/or transmission of bids are not provided on page 1 of the bid solicitation.

Solicitation No. - N° de l'invitation
XXXXX-XXXXXX/X
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
XXXXX
CCC No./N° CCC - FMS No./N° VME

"Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

_____ *(BRU identification)*
_____ *(physical delivery address)*
_____ *(city, province, postal code)*
_____ *(enter email address for epost Connect service)*

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: _____ *(enter bid facsimile number).*"

Insert the following paragraph when transmission of bids by facsimile is not acceptable.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.2.1 *(Insert title of applicable clause)*

If applicable, insert in full text additional [SACC Manual](#) clauses with respect to submission of bids, with appropriate numbering (e.g. 2.2.1, 2.2.2, ...)

2.3 Former Public Servant

For services requirements, insert one of the following [SACC Manual](#) clauses in full text: [A3025T](#) for a competitive bid solicitation or [A3026T](#) for a non-competitive bid solicitation. Use in conjunction with [SACC Manual clause A3025C](#) in Part 7.

2.4 Enquiries - Bid Solicitation

Section 13 of Standard Instructions [2003](#) provides additional instructions and guidance to Bidders on communications during the solicitation period. Review this section before adding additional clauses to ensure there is no duplication or contradictory information.

Refer to section [4.80](#) of the Supply Manual for guidance on responding to questions and communications during the solicitation period as responses may have a significant impact on the bid solicitation. Contracting Authorities should consider an extension to the bid closing date every time a response is provided to an enquiry.

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Indicate the laws of which Canadian province or territory Canada proposes to apply to the resulting contract. The Bidder, as instructed, may propose a change to the applicable laws in its bid.

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory*).

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

The following SACC Manual clauses pertaining to Part 2 can be included by reference or inserted in full text, as applicable. Examples are provided below. This is not an exhaustive list of examples.

2.6 Improvement of Requirement During Solicitation Period

Clause [A9076T](#) advises Bidders that they can propose improvement to the technical requirement(s) contained in the bid solicitation.

2.7 Bidders' Conference

Clause [A9083T](#) advises when a Bidders' conference will be held.

2.8 Optional Site Visit OR Mandatory Site Visit

Insert title of applicable clause and update the [automatic Table of Contents](#). Clause [A9038T](#) is inserted in full text when it is optional, for Bidders to view the site. Clause [A9040T](#) is inserted in full text when it is mandatory for Bidders to view the work site during the bid solicitation period to fully understand the scope of the work and the conditions of the site. For marine requirements, the word "Vessel" may be added to the title.

2.9 Basis for Canada's Ownership of Intellectual Property

Clause [K3200T](#) is inserted in full text when the client department has determined that Canada will own any intellectual property arising from the work under the contract. Insert the name of the client department or agency.

PART 3 - BID PREPARATION INSTRUCTIONS

Before inserting additional bid preparation instructions or clauses, consult sections 05 to 10 of Standard Instructions [2003](#) or sections 05 and 06 of Standard Instructions [2004](#), as applicable, to ensure there is no duplication or contradictory information.

3.1 Bid Preparation Instructions

Delete any section of this article that is not applicable. Ensure appropriate numbering. "Management Bid" may be included when there is a requirement to include a management section separate from the technical bid. If an electronic delivery method such as epost Connect service is an acceptable bid delivery method, contracting officers must be aware that hard copies (paper or soft copies on media) must not be a mandatory requirement. Contracting Officers must state whether or not epost Connect service and facsimile are acceptable. In circumstances where a contracting officer is electing to make electronic delivery of a bid, a mandatory requirement of the bid solicitation, transmission by facsimile in addition to epost Connect service must always be offered to bidders to provide an alternative opportunity in case of incompatibility or inability to transmit by epost Connect service.

Option 1: Insert the following paragraph when electronic delivery of the bid is allowed.

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD or USB key)*

Section II: Financial Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD or USB key)*

Section III: Certifications (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD or USB key)*

Section IV: Additional Information (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD or USB key)*

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Option 2: Insert one of the following paragraphs to inform bidders that electronic delivery method such as epost Connect service and/or facsimile are not allowed.

"Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted."

Or

"Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted."

Or

"Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted."

And,

"Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (____ hard copies) *(if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)*

Section II: Financial Bid (____ hard copies) *(if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)*

Section III: Certifications (____ hard copies) *(if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)*

Section IV: Additional Information (____ hard copies) *(if applicable, add "and ____ soft copies on ____", and specify the medium such as CD, DVD or USB key)*

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. "

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

Additional SACC Manual clauses may be inserted here to provide additional instructions for the preparation of the technical bid, for example clause: [A9097T](#).

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability _____ *(insert, if applicable: "and describe their approach")* in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section X: Management Bid

If a separate management bid is required, renumber the above title as Section II and the section for the financial bid as Section III. An example of what can be requested in a management bid is provided below.

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section II: Financial Bid

Revise the following clause depending on how Bidders are being asked to propose pricing. Remember to insert the applicable document or table that the Bidders are being asked to complete with their pricing information.

3.1.1 Bidders must submit their financial bid in accordance with the _____ (*insert*: "Financial Bid Presentation Sheet detailed below" (or in Annex "X") **OR** "Pricing Schedule detailed below" (or in Annex "X" **OR** "Basis of Payment in Annex "X").

3.1.2 Electronic Payment of Invoices – Bid

Insert the following clause, if applicable, when the client department would like to know whether the Bidder is willing to accept payment of invoices by electronic payment instruments listed at Annex "X" Electronic Payment Instruments. The Bidder must complete Annex "X" Electronic Payment Instruments to identify which electronic payment instruments they are willing to accept.

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

*If applicable, insert either SACC Manual clause [C3010T](#) when offering Bidders the option to mitigate their risk by having Canada assume the risks and benefits of exchange rate fluctuations, **OR** SACC Manual clause [C3011T](#) when exchange rate fluctuation is not expected to be an issue and therefore, it is not proposed to offer risk mitigation against it. Either clause should be inserted by reference. Consult section [4.65](#) of the Supply Manual for additional information.*

[C3010T](#) _____ (*insert date*), Exchange Rate Fluctuation Risk Mitigation, **OR**

[C3011T](#) _____ (*insert date*), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Insert other additional information such as when Part C of the Security Requirements Check List (SRCL) indicates the category(ies) and level(s) of safeguarding required at the Bidder's and proposed individuals' sites or premises (Consult section [4.30.15](#) of the Supply Manual), then add the following, if applicable:

3.1.X Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.X.1 As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.X.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Insert the following clause and insert (b) and (c) if applicable. Consult subsection 5.7 of the Standard Instructions 2003, before adding additional clauses with respect to evaluation procedures to ensure there is no duplication or inconsistency.

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the _____ (*insert "technical", if applicable, "management", if applicable, "financial", if applicable*) evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

OR

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

Consult [Section 3.130](#) of the Supply Manual for more information on the complete Canadian Content Policy and the procedures for its application.

Insert the following paragraph when the competition is conditionally limited to bids offering Canadian goods and/or services.

- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

Choose one of the following 3 options under 4.1.1. It is important that contracting authorities ensure mandatory criteria represent truly essential requirements. The number of mandatory criteria should be minimized to those that are essential to meet the operational requirements in order to increase the probability of receiving responsive bids. Consult [4.35.1](#) of the Supply Manual.

OPTION 1

Use Option 1 when there are mandatory technical criteria only (i.e. no technical criteria subject to point-rating).

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Insert mandatory technical evaluation criteria, if applicable

OPTION 2

Use Option 2 when there are mandatory and point-rated technical criteria.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(Insert mandatory technical evaluation criteria, if applicable.)

4.1.1.2 Point Rated Technical Criteria

(Insert point rated technical evaluation criteria, if applicable.)

Add one or more of the following, if applicable.

4.1.1.2.1 Oral Presentation

Insert point rated evaluation criteria for oral presentation

4.1.1.2.2 Demonstration

Insert point rated evaluation criteria for demonstration

4.1.1.2.3 Submission of a Sample

Insert point rated evaluation criteria for submission of a sample

OPTION 3

Option 3 is used if the technical evaluation criteria are too voluminous and are included in an annex attached to the bid solicitation. Modify this option depending on the type of point-rated criteria being evaluated. Use clauses 4.1.1.2.1, 4.1.1.2.2, and/or 4.1.1.2.3, if applicable, and renumber accordingly.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex _____.

4.1.X Management Evaluation

If a management bid has been requested under Part 3, insert the following suggested clause or include in an Annex after Technical Evaluation and renumber accordingly:

4.1.X.1 Mandatory Management Criteria *(if applicable)*

4.1.X.2 Point Rated Management Criteria

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Insert mandatory financial evaluation criteria, or include in an Annex, if applicable

SACC Manual Clause A0220T _____ (*insert date*), Evaluation of Price-Bid (*if applicable*)

SACC Manual Clause A0222T _____ (*insert date*), Evaluation of Price-Canadian/Foreign Bidders (*if applicable*)

4.1.2.2 Point Rated Financial Criteria

Insert point rated financial evaluation criteria, or include in an Annex, if applicable

4.2 Basis of Selection

Select the appropriate option for the basis of selection depending on the mandatory and/or point-rated criteria being evaluated above. Review the "Remarks" of each SACC Manual clause to determine the most appropriate selection methodology.

OPTION 1

SACC Manual clause: [A0031T](#) can be used when only mandatory technical criteria are being evaluated.

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) _____ (*insert date*), Basis of Selection – Mandatory Technical Criteria

OPTION 2

Select and insert in full text, one of the following SACC Manual clauses that can be used when both mandatory and point-rated criteria are being evaluated: [A0027T](#), [A0034T](#), [A0035T](#), [A0036T](#).

4.2.1 (*Insert title of applicable clause and insert in full text below one of the following clauses*)

SACC Manual Clause [A0027T](#), Basis of Selection – Highest Combined Rating of Technical Merit and Price

OR

SACC Manual Clause [A0034T](#), Basis of Selection – Minimum Point Rating

OR

SACC Manual Clause [A0035T](#), Basis of Selection – Lowest Price Per Point

OR

SACC Manual Clause [A0036T](#), Basis of Selection – Highest Rated Within Budget

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

Insert the following clauses when the certifications are essential to the evaluation of bids and must be required at bid closing.

5.1.2.1 Canadian Content Certification

Consult [Section 3.130](#) of the Supply Manual for more information on the complete Canadian Content Policy and the procedures for its application.

Insert one of the following SACC Manual certification clauses: [A3061T](#), [A3062T](#), [A3063T](#), [A3065T](#), [A3066T](#) or [A3069T](#) in full text for all competitive bid solicitations when competition is conditionally limited; OR [A3051T](#), [A3052T](#), [A3053T](#), [A3055T](#), [A3056T](#) or [A3059T](#) in full text for all competitive bid solicitations when competition is solely limited, to bids offering Canadian goods and/or services and it is mandatory to submit the certification with the bid. Use in conjunction with clauses [A3050T](#) in Part 5, and [A3060C](#) in Part 7.

Note that the Canadian Content Policy does not apply if the requirement is subject to the international trade agreements, the procurement is in furtherance of aid to developing countries, the procurement is being made by PWGSC Acquisitions offices located outside Canada or for Cabinet mandated sourcing.

Chapters 3, 4, 5, 6 and 9 of the Supply Manual provide additional information.

5.1.2.1.1 SACC Manual clause [A3050T](#) _____ (*insert date*) Canadian Content Definition

5.1.2.2 Set-aside for Aboriginal Business

If the requirement has been set aside under the federal government Procurement Strategy for Aboriginal Business, insert SACC Manual clauses [A3000T](#) and [A3001T](#) in full text, and if applicable, [A3002T](#). Use in conjunction with clause [A3000C](#) in any resulting contract. [Chapter 9](#) of the Supply Manual provides additional information.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable. Consult sections [4.21](#), [5.16](#) and [8.70.2](#) of the Supply Manual for additional information.

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

Insert the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP: (consult [Annex 5.1](#) of the Supply Manual). (Refer also to Part 7-Resulting Contract Clauses)

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

*Insert the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at **\$1,000,000 and above**, options excluded and Applicable Taxes included: (consult [Annex 5.1](#) of the Supply Manual). (Refer also to Part 7-Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification in the bid solicitation](#))*

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

Consult [Section 3.130](#) of the Supply Manual for more information on the complete Canadian Content Policy and the procedures for its application.

Insert one of the following SACC Manual certification clauses: [A3051T](#), [A3052T](#), [A3053T](#), [A3055T](#), [A3056T](#) or [A3059T](#) in full text for all competitive bid solicitations when competition is solely limited to bids offering Canadian goods and/or services and it is not mandatory to submit the certification with the bid. Use in conjunction with clauses [A3050T](#) in Part 5, and [A3060C](#) in Part 7.

Note that the Canadian Content Policy does not apply if the requirement is subject to the international trade agreements, the procurement is in furtherance of aid to developing countries, the procurement is being made by PWGSC Acquisitions offices located outside Canada or for Cabinet mandated sourcing. Chapters 3, 4, 5, 6 and 9 of the [Supply Manual](#) provide more information.

5.2.3.1.1 SACC Manual clause [A3050T](#) _____ (insert date) Canadian Content Definition

5.2.3.2 Status and Availability of Resources

Insert SACC Manual clause [A3005T](#) by reference for service requirements, where Bidders are to propose specific individuals for the work.

5.2.3.3 Rate or Price Certification

Insert the applicable [SACC Manual](#) clause for non-competitive (sole source bid) requirements (Examples of clauses to insert by reference: [C0001T](#), [C0002T](#), [C0003T](#), [C0004T](#), [C0006T](#), [C0012T](#)).

5.2.3.4 Education and Experience

Insert the following clause when education and experience of proposed individuals will be evaluated. Use in conjunction with [A3015C](#).

5.2.3.4.1 SACC Manual clause [A3010T](#) _____ (*insert date*) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

Choose one of the following options when there are security requirements associated with the requirement and the applicable clauses provided by the [Contract Security Program](#) are inserted under article 7.3 of Part 7.

Consult section [4.30.10](#) of the Supply Manual for additional information.

OPTION 1

Use this option when the Bidder has until contract award to obtain the necessary security clearances.

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

if there are requirements for safeguarding measures at the Bidder's and proposed individuals' sites or premises, add the following:

- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](#) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

OPTION 2

Use this option when the Bidder must hold the necessary security clearances at the date of bid closing.

1. At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

if there are requirements for safeguarding measures at the Bidder's and proposed individuals' sites or premises, add the following:

- (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

Include SACC Manual clause [A9033T](#) by reference if the financial bid is to be reviewed by the Price Advisory Group or the Contracting Authority requires an opinion as to the Bidder's financial capability. This clause may not be suitable for all bid solicitations and the Contracting Authority should consult the Price Advisory Group before including this clause.

SACC Manual clause [A9033T](#) _____ (insert date) Financial Capability

6.3 Bid Financial Security

When bid financial security is required, insert SACC Manual clause [E0004T](#) in full text; use in conjunction with clauses [E0003T](#) and [E0008T](#) to be included by reference under 6.3.1.

6.3.1 SACC Manual Clauses

Insert the following SACC Manual clauses by reference when bid financial security is required:

SACC Manual clause [E0003T](#) _____ (insert date) Security Deposit – Bid and Contract Financial Security Required

SACC Manual clause [E0008T](#) _____ (insert date) Security Deposit Definition – Bid

6.4 Controlled Goods Requirement

Include SACC Manual clause [A9130T](#) by reference when the requirement involves the production of or access to controlled goods. Include SACC Manual clause [A9131C](#) by reference in Part 7.

SACC Manual clause [A9130T](#) _____ (insert date) Controlled Goods Program

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Client Ref. No. - N° de réf. du client

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

6.5 Insurance Requirements

Insert SACC Manual clause [G1007T](#) in full text when proof of insurance is required. When specific insurance is required, consult the Risk Management and Insurance Advisory Services regarding the type of insurance and the appropriate contract provisions to include.

PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work OR Requirement

Insert "Statement of Work" and SACC Manual clause [B4007C](#) in full text or "Requirement" and SACC Manual clause [B4008C](#) in full text. Review the instructions in the SACC Manual and choose the appropriate option for the clause being used. Review the title and update the [automatic Table of Contents](#).

7.1.1 Option to Purchase

Insert SACC Manual clause [A8012C](#) in full text in contracts for the rental of equipment when an option to purchase has been granted by the Contractor. Complete the clause with the required information.

OR

7.1.1 Optional Goods and/or Services

Insert SACC Manual clause [A0070C](#) in full text when there is an option for additional goods and/or services. Complete the clause with the required information.

7.1.2 Task Authorization

Include this clause when all of the work or a portion of the work is to be performed on an as and when requested basis. Consult section [3.35.1](#), Task Authorization Contracts and the task authorization process contained in [Annex 3.4](#) of the Supply Manual for additional information.

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

Insert SACC Manual clause [B9054C](#) in full text when the task authorization process will be used for all the work or a portion of the work. Complete the clause with the required information. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

The following clauses provide additional information on the task authorization process. Include the clauses that are applicable to the requirement.

7.1.2.2 Task Authorization Limit

Insert SACC Manual clause [C9011C](#) in full text, when the project or technical authority can authorize individual Task Authorization up to a specific limit. Complete the clause with the required information. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

7.1.2.3 Task Authorization - Order of Ranking

Insert SACC Manual Clause [B9053C](#) in full text, when two or more contracts will be awarded. Complete the clause with the required information. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

When all work is to be performed through the task authorization process, insert SACC Manual Clause [B9030C](#) in full text to limit Canada's obligation to the amount specified in the clause. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

OR

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

When only a portion of the work is to be performed through the task authorization process, insert SACC Manual clause [B9031C](#) by reference to limit Canada's obligation to the total amount of actual tasks performed by the Contractor. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

Insert SACC Manual clause [B9056C](#) in full text when periodic usage reports are required from the Contractor. Specify the reporting period in the clause. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

7.1.2.6 Task Authorization - Department of National Defence

Insert SACC Manual clause [B9051C](#) in full text for contracts with task authorizations, let on behalf of the Department of National Defence. Consult section [3.35.1.20](#) of the Supply Manual for additional information.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

Insert one of the following general conditions for the resulting contract.

[2030](#) _____ (*insert date*), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

OR

[2035](#) _____ (*insert date*), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

OR

[2040](#) _____ (*insert date*), General Conditions - Research & Development, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

If applicable, insert the appropriate [supplemental general conditions](#) by reference. When more than one supplemental general conditions apply to the requirement, identify them in ascending numerical sequence based on the identification number.

_____ (*insert number, date and title*), apply to and form part of the Contract.

7.3 Security Requirements

Choose one of the following two options whether or not security requirements are associated with this contract. If there are security requirements associated with this contract, insert the applicable clauses provided by the Contract Security Program where indicated and include the Security Requirements Check List as an annex.

Consult the [Contract Security Program](#) of PWGSC (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website for more information.

OPTION 1

Select this option if there are security requirements and insert related clauses provided by the Contract Security Program.

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

7.3.X Contractor's Sites or Premises Requiring Safeguarding Measures

If the Contract Security Program clauses indicate that safeguarding measures are required at the Contractor's and proposed individuals' sites or premises, insert the information below, as provided by the Bidder in Part 3 - Section IV Additional Information.

7.3.X.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

7.3.X.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level.

OPTION 2

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

Insert the following clauses to indicate the period of the Contract (in contracts for goods and in contracts for services) and the delivery date (in contracts for goods). Include in conjunction with SACC Manual clause A9009C if the contract will contain option periods.

7.4.1 Period of the Contract

Insert SACC Manual clause A9022C in full text in contracts for goods and in contracts for services. When there is a requirement for an option to purchase or for optional goods and/or services, consult article 7.1, "Statement of Work" or "Requirement", clause 7.1.1.

When determining the period of the Contract for goods, take into consideration the time required to administer the Vendor Performance Corrective Measure Policy by making sure it ends after the delivery date of the goods.

7.4.2 Delivery Date

Use this clause in contracts for goods. When there is a requirement for an option to purchase or for optional goods and/or services, consult article 7.1, "Statement of Work" or "Requirement", clause 7.1.1.

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

7.4.3 Option to Extend the Contract

For contracts for services that contain option period(s) only, insert SACC Manual clause A9009C in full text. Otherwise, delete the title and renumber accordingly.

7.4.4 Comprehensive Land Claims Agreements (CLCAs)

If the resulting contract is to allow deliveries to one or more Comprehensive Land Claims Agreements (CLCAs), the contracting authority must list the applicable CLCAs in the contract. Insert the following text with the blanks filled in with the applicable CLCAs:

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- _____
- _____

In a contract with task authorizations (TAs) that will allow for deliveries across Canada, including areas that are subject to CLCAs, insert the following sentence:

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

Conversely, if the contract with task authorizations is to allow for deliveries across Canada, excluding areas that are subject to CLCAs, the following sentence may be used:

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

7.4.5 Delivery Points

Insert the following clause only if applicable to your requirement

Delivery of the requirement will be made to delivery point(s) specified at Annex "X" of the Contract.

7.5 Authorities

Use the following clause in all contracts. List below the authorities in contracts and in situations where there is a need to, expand this list to other authorities such as the security authority.

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Public Works and Government Services Canada

Acquisitions Branch

Directorate: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

Use the following clause when the term "Project Authority" will be included in the contract. If the term "Technical Authority" will be used instead, use SACC Manual clause [A1030C](#).

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

(Insert or delete as applicable)

In its absence, the Project Authority is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

7.5.3 Contractor's Representative

Fill in or delete as applicable

7.6 Proactive Disclosure of Contracts with Former Public Servants

In contracts for services, insert SACC Manual clause [A3025C](#) in full text, to assist client departments in identifying contracts with former public servants and reporting this information in their Proactive Disclosure of Contracts. Use this clause in conjunction with [A3025T](#) or [A3026T](#). Consult sections [3.90](#) and [7.65](#) of the Supply Manual for additional information.

7.7 Payment

7.7.1 Basis of Payment

Insert the appropriate basis of payment clause from subsection 5-C of the [SACC Manual](#). For contracts with task authorizations, insert SACC Manual clause [C0204C](#) OR [C0209C](#) in full text, as applicable. Consult section [4.70.20](#) of the Supply Manual for more information.

There are three options for Limitations of Expenditure. Include the appropriate clause then delete the other options.

7.7.2 Limitation of Expenditure

Insert SACC Manual clause [C6001C](#) in full text for all cost reimbursable contracts and fixed time rate contracts subject to a limitation of expenditure.

OR

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Insert SACC Manual clause [C9010C](#) in full text for contracts with task authorizations. Consult section [3.35.1.20 \(a\)\(vi\)](#) of the Supply Manual for additional information.

OR

7.7.2 Limitation of Price

Insert SACC Manual clause [C6000C](#) by reference for firm price and ceiling price contracts.

SACC Manual clause [C6000C](#) _____ (*insert date*) Limitation of Price

7.7.3 (*Insert title of applicable clause*)

Insert the applicable SACC Manual clause with respect to method of payment. Examples of clauses to insert in full text: [H1003C](#), [H3009C](#), [H4012C](#). Examples of clauses to include by reference: [H1000C](#), [H1001C](#), [H1008C](#), [H3010C](#), [H3028C](#). This is not an exhaustive list of examples.

7.7.4 (*Insert title of applicable clause*)

If applicable, include SACC Manual clauses related to payment by reference, for example: [A9117C](#), [C2000C](#), [C2605C](#), [C2608C](#), [C2610C](#). This is not an exhaustive list of examples.

7.7.5 Electronic Payment of Invoices – Contract

Insert below in full text SACC clause [H3027C](#), if applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "X" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted.

Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.6 Discretionary Audit

If applicable, include SACC Manual clauses related to discretionary audit by reference. Examples to include: [C0100C](#), [C0101C](#).

7.7.7 Time Verification

If applicable, include SACC Manual clauses related to time verification by reference, for example: [C0711C](#).

7.8 Invoicing Instructions

Insert the applicable SACC Manual clauses or other approved clauses related to invoicing instructions. Invoicing instructions cover claims for progress payment (including advance and milestone payments); therefore, any reference to invoices would also cover claims for progress payment. Examples of clauses to insert in full text: [H3020C](#), [H3022C](#), [H3024C](#), [H5001C](#).

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

*Include the following paragraph for requirements issued on behalf of a Department or Agency subject to the FCP, with a contract value at **\$1,000,000 and above**, options excluded and Applicable Taxes included.*

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 SACC Manual Clauses

If applicable, insert additional SACC Manual clauses with respect to certifications by reference. Examples include: [A3000C](#), [A3060C](#).

7.10 Applicable Laws

Ensure the applicable law selected by the proposed contractor, or in the absence of such selection, the law indicated in the bid solicitation, is inserted in the blank. The Bidder, as instructed, will be able to propose a change to the applicable laws in its bid.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

7.11 Priority of Documents

The order of documents shown below reflects current policy and Legal advice. The Contracting Authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable. When more than one supplemental general conditions apply to the requirement, the Contracting Authority must identify the supplemental general conditions in ascending numerical sequence based on the identification number.

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions _____ (*insert number, date and title*);
- (c) the general conditions _____ (*insert number, date and title*);
- (d) Annex X, Statement of Work **OR** Requirement;
- (e) Annex X, Basis of Payment;
- (f) Annex X, Security Requirements Check List (*if applicable*);
- (g) Annex X, Insurance Requirements (*if applicable*);
- (h) the signed Task Authorizations (including all of its annexes, if any) (*if applicable*);
- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*", as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Defence Contract

Include the following clause by reference when the requirement is a defence contract as defined in the Defence Production Act.

SACC Manual clause A9006C _____ (*insert date*) Defence Contract

There may be additional clauses that are relevant to the requirement but are not already included within this template. These can be included by reference or in full text. Ensure appropriate numbering. Examples of SACC Manual clauses: A9062C, B1501C, B4030C, B4031C, B7500C.

Some examples of full text and reference clauses that may be incorporated are provided below.

7.13 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

If SACC Manual clauses A2000C and A2001C were included in the bid solicitation, include SACC Manual clause A2000C by reference when the contract is to be with a Canadian-based supplier or clause A2001C when the contract is to be with a foreign-based supplier.

SACC Manual clause A2000C _____ (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C _____ (*insert date*) Foreign Nationals (Foreign Contractor)

7.14 Insurance **or** Insurance Requirements

Insert title of applicable clause under 7.14 and update the automatic Table of Contents. Include SACC Manual clause G1005C by reference when insurance provisions do not apply to a specific requirement. Alternatively, insert clause G1001C in full text when insurance provisions apply to a specific requirement. Consult the Risk Management and Insurance Advisory Services for additional guidance.

SACC Manual clause G1005C _____ (*insert date*) Insurance

OR

7.14 Insurance Requirements

Insert G1001C in full text

7.15 Controlled Goods Program

If applicable, include SACC Manual clause A9131C by reference when there is production of or access to controlled goods. Use this clause in conjunction with B4060C when the contract is for DND.

SACC Manual clause A9131C _____ (*insert date*), Controlled Goods Program

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7.16 Limitation of Liability

If applicable, insert SACC Manual clauses related to limitation of liability in full text, for example: N0000C, N0001C, N0002C or N0003C. Legal Services can be consulted for the applicable clause, if required.

7.17 ... (*Insert title of applicable SACC Manual clause*)

Insert title of applicable clause, and update the automatic Table of Contents.

Example of clauses to insert in full text: E0005C, E0007C, E5000C or to include by reference E0008C. Additional or alternate clauses may be added, as applicable.

7.17.1 SACC Manual clause E0008C _____ (*insert date*) Security Deposit Definition – Contract

7.18 ... (*Insert title of applicable SACC Manual clause*)

Insert title of applicable clause, and update the automatic Table of Contents.

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ANNEX "X"

STATEMENT OF WORK OR REQUIREMENT

(insert if applicable)

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ANNEX "X"

BASIS OF PAYMENT

(insert if applicable)

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ANNEX "X"

SECURITY REQUIREMENTS CHECK LIST

(insert if applicable)

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ANNEX "X" to PART 3 OF THE BID SOLICITATION

(insert if applicable)

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "X" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

(insert if applicable)

Insert the following certification for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult [Annex 5.1 of the Supply Manual](#)) (Refer also to Part 5 - Certifications and Additional Information and Part 7 - Resulting Contract Clauses)

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX "X"

INSURANCE REQUIREMENTS

(insert if applicable)

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ANNEX "X"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572 *OR* DND 626 TASK AUTHORIZATION FORM

(Choose and insert if applicable)