



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

<b>Title - Sujet</b> RISO: Phytosanitary Treated Wood	
<b>Solicitation No. - N° de l'invitation</b> W1941-180015/B	<b>Date</b> 2018-04-18
<b>Client Reference No. - N° de référence du client</b> W1941-18-0015	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-030-14841
<b>File No. - N° de dossier</b> MTA-7-40316 (030)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-05-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pomet, Bruno André	<b>Buyer Id - Id de l'acheteur</b> mta030
<b>Telephone No. - N° de téléphone</b> (514)702-9582 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 6363 NOTRE-DAME EST MONTREAL Québec H1N 3V9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**\*\* THIS REQUEST FOR STANDING OFFER CANCELS AND REPLACES THE REQUEST W1941-180015/A\*\***

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include:

- Annex A: Requirement
- Annex B: Basis of Payment
- Annex C: Complete List of Offeror's Board of Directors
- Annex D: Electronic Payment Instruments

### **1.2 Summary**

- 1.2.1            Canada intends to issue one (1) Individual Regional Standing Offer (RISO) for the supply upon request of wood products that have been heat-treated in accordance with ISPM (International Standards for phytosanitary Measures) No. 15 and according to the requirement description attached at Annex A, this annex being part of the Request for Standing Offer (RFSO) and of resulting Standing Offer.

The Requirement is for the Department of National Defence located at 6363 Notre-Dame East St., Montreal, Québec.

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The call-ups in reference to the resulting Standing Offer will be issued on an “as and when required basis”. No minimum quantity or order is guaranteed

The resulting Standing Offer will be valid for a period of two (2) years from the date of issue

The supplier will be selected following an evaluation based on mandatory financial evaluation criteria and desirable technical criteria.

- 1.2.2 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), the Free Trade Agreement with Columbia, the Free Trade Agreement with Panama and the Free Trade Agreement with Peru.

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### **2.1.1 SACC Manual Clauses [A3015T](#) (2014-06-26), Certifications – Bid**

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

#### **2.1.2 SACC Manual Clauses [M0019T](#) (2007-05-25), Firm Price and/or Rates**

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

#### **2.1.3 List of Proposed Subcontractors**

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

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

In person or by mail:

Place Bonaventure, South-West Portal, 7th Floor  
800 de la Gauchetière Street West, Suite 7300

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Montreal (QC), H5A 1L6

By facsimile: (514) 496-3822

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.4 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

"Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted."

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (2 hard copies)

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

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

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

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors 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 Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the price grid at Annex **B**, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **3.1.1 Electronic Payment of Invoices – Offer (Refer to Annex “D” attached)**

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

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

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

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

#### Section III: Certifications

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Desirable Technical Criteria to demonstrate prior to adjudication of Standing Offer**

##### **4.1.1.1 FSC, SFI or CSA/PEFC Certification**

Wood material with an above mentioned certification will be offered a margin of preference of 10% for the financial evaluation only. Section 4.1.2 titled Financial Evaluation, details how this margin of preference will be determined and applied to the financial offer

Certifications in support of desirable **technical criteria** that are not produced upon the closing date, must be provided in compliance with section 5.2.3.2 below.

##### **4.1.1.2 Products offering minimum 10% Recycled Content Certification**

Products containing a minimum of 10% recycled content certification by an accredited third party, will be given a preferential margin of 5% for the purpose of the financial evaluation only.

The third party certification must be in compliance with environmental labelling type I according to ISO 14024. Environmental labeling of type II according to ISO 14021 is not accepted. Section 4.1.2 titled Financial Evaluation details how this margin of preference will be determined and applied to the results of the financial evaluation

Certifications in support of desirable technical criteria that are not produced upon the closing date, must be provided in compliance with section 5.2.3.2 below

#### **4.1.2 Financial Evaluation (Refer to Annex "B" attached)**

##### **4.1.2.1 SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price**

- a) Offeror must provide a financial offer in compliance with "Annex B: Basis of Payment" The total amount of Applicable Taxes must be shown separately;
- b) Offeror must quote firm all-inclusive unit prices per item (including shipping and delivery) in columns for both periods (columns "B" and "D" of the price grid – Annex B);
- c) Using the estimated commitment provided by Canada for each item, the Offeror must calculate the total estimated cost per period and add both totals to provide the total estimated cost for both periods in columns "C", "E" and "F" respectively;
- d) The Offeror should indicate if products are certified FSC, SFI, CSA/PEFC or whether they're certified as having a minimum of 10% recycled content, in the last two columns of the evaluation grid at Annex B, in order for Canada to apply the applicable preferential margin following its financial evaluation. The Offeror should specify where to find the certifications for each products and dimensions, in the documents submitted in support of the offer. Proof of certification may be requested for verification prior to adjudication;

- e) Canada's estimated commitment in the table herein as well as the products and sums of calculations are for financial evaluation purposes only. Only the offeror's firm unit prices per item, offered for both periods and the ecological certifications applicable to each product will be listed in Annex B: Basis of Payment of the resulting Standing Offer. (Refer to article 4.1.2.5 for an example of the basis of payment that will be in the resulting Standing Offer)

**Note: The Standing Offer will be awarded in Canadian currency.**

The financial evaluation for each item will be determined as follows:

Total price of products including shipping and delivery fees, minus (-) the preferential margin on respective products, if applicable = Price for Financial Evaluation Only (Preferential margin applied)

See example at article 4.1.2.4

**4.1.2.2 Preferential margin for FSC, SFI or CSA/PEFC Certified Wood**

For financial evaluation purposes only, a preferential margin of 10% will be applied on the total price of wood products that are certified FSC, SFI or CSA/PEFC

**4.1.2.3 Preferential margin for products offering minimum 10% Recycled Content Certification**

For financial evaluation purposes only, a preferential margin of 5% will be applied on the total price of wood products with a minimum of 10% Recycled Content Certification

**4.1.2.4 Example of preferential margin calculation for demonstration purpose only.**

Example of calculations as per figures on line item "D) 1 " X 10" X 14" in the grid below									
<ul style="list-style-type: none"> <li>Quantity X Unit Price = Total Price 500 X 6,00\$ = 3000,00\$</li> <li>FSC or PEFC Preferential Margin = Total Price * 10% Preferential Margin: 3000,00\$ X 10% = 300,00\$</li> <li>10% Recycled Content Certification Preferential Margin = Total Price *5% Preferential Margin: 3000,00\$ X 5% = 150,00\$</li> <li>Total for Evaluation Only (Preferential margin applied) = Total Price - FSC or PEFC Preferential margin – "10% Recycled Content Certification" Preferential Margin. Example of Total for Evaluation Only (Preferential margin applied) for item: 3000.00\$ - 300.00\$ - 150.00\$ = 2550.00\$</li> </ul>									
Certified HT spruce	Quantity	Unit Price	Total Price	FSC, SFI or CSA/PEFC Certified Wood	Preferential Margin FSC, SFI or CSA/PEFC Certified Wood	Products offering minimum 10% Recycled Content Certification	Preferential Margin for Products offering minimum 5% Recycled Content Certification	Total for Financial Evaluation Only (Preferential margin applied)	
A) 1 " X 4" X	3000	3\$	9000\$	Yes on page	900,00\$	No	0,00	8100,00\$	

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14'				2				
B) 1" X 6" X 14'	4000	4\$	16000\$	No	0,00	No	0,00	16000,00\$
C) 1" X 8" X 14'	2000	5\$	10000\$	No	0,00	No	0,00	10000,00\$
D) 1" X 10" X 14'	500	6\$	3000\$	Yes on page 2	450,00\$	Yes on page 2	150\$	2550,00\$

**4.1.2.5 Example of Annex B following removal of formulas and products of calculations – for example only (Only unit prices per article for each period are included)**

Certified HT spruce	Unit Price	FSC, SFI or CSA/PEFC Certified Wood	Products offering minimum 10% Recycled Content Certification
A) 1" X 4" X 14'	3\$	Yes	No
B) 1" X 6" X 14'	4\$	No	No
C) 1" X 8" X 14'	5\$	No	No
D) 1" X 10" X 14'	6\$	Yes	Yes

**4.2 Basis of Selection**

4.2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the 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.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation (Refer to Annex “C” attached)**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 International Standards for Phytosanitary Measures No. 15 (ISPM 15)**

The certifications and additional information permitting to demonstrate that the supply of construction lumber in accordance with the guidelines of the International Standards for Phytosanitary Measures No. 15 (ISPM 15) and Directive D-98-08: Entry Requirements for Wood Packaging Material of the Canadian Wood Packaging Certification Program (CWPCP) and the Canadian Food Inspection Agency (CFIA), should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer non-responsive.

### **5.2.3.2 FSC, SFI or CSA/PEFC Certification**

The **FSC, SFI or CSA/PEFC Certification** and additional information permitting to demonstrate the supply of construction lumber in accordance with these certifications, should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will result in the preferential margins not being applied to the financial evaluation

### **5.2.3.3 Products offering minimum 10% Recycled Content Certification**

The 10% Recycled Content Certification emitted by an accredited third party and any additional information in support of this claim, permitting the supply of construction lumber in accordance with this certification, should be submitted with the offer, but may be submitted afterwards. If the certification or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will result in the preferential margins not being applied to the financial evaluation

The third party certification must be in compliance with environmental labelling type I according to ISO 14024. Environmental labeling of type II according to ISO 14021 is not accepted. Section 4.1.2 titled Financial Evaluation details how preferential margins are applied to the financial evaluation

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

n/a

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

7.4.1 **Period of the Standing Offer** *(Will be completed upon issuance of Standing Offer)*

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: ***Bruno André Pommet***

Title: Supply Specialist

Public Works and Government Services Canada

Address: Place Bonaventure, South-West Portal, 7th Floor

800 de la Gauchetière Street West, Suite 7300, Montreal (QC), H5A 1L6

Telephone: 514-702-9582

Fax: 514-4963822

Email: [brunoandre.pommet@tpsgc.gc.ca](mailto:brunoandre.pommet@tpsgc.gc.ca)

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.

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### 7.5.2 Project Authority

*(Will be completed upon issuance of Standing Offer)*

The Project Authority for the Standing Offer 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 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.

### 7.5.3 Offeror's Representative

*(Will be completed upon issuance of Standing Offer)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Identified Users

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

The Department of National Defence located at 6363 Notre-Dame East St., Montréal, Qc, H1N 3V9.

### 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$12,500.00 (Applicable Taxes included).

### 7.9 Financial Limitation *(Will be completed upon issuance of Standing Offer)*

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 7.10 Priority of Documents

If there is a discrepancy between the wordings 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

### 7.11 Certifications and Additional Information

#### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

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**7.11.2** *SACC Manual* clause [B2004C](#) (2006-06-16), Lumber - Grade Marking

## **7.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec

## **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.

### **7.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2029](#) (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12, Interest on Overdue Accounts, of [2029](#) (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

#### **7.2.2 SACC Manual Clauses**

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

**The Standing Offer will be awarded in Canadian currency.** The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.4.2 SACC Manual clause [H1000C](#)** (2008-05-12), Single Payment

**7.4.3 SACC Manual clause [C6000C](#)** (2017-08-17) Limitation of Price

**7.4.4 SACC Manual clause [C2000C](#)** (2007-11-30), Taxes - Foreign-based Contractor

#### **7.4.5 Electronic Payment of Invoices – Call-up**

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).

## 7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.  
Each invoice must be supported by:
  - a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded upon request, to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

## 7.7 SACC Manual clause

Refer to SACC	Section	Date
<a href="#">A2000C</a>	Foreign Nationals (Canadian Contractor)	(2006-06-16)
<a href="#">A2001C</a>	Foreign Nationals (Foreign Contractor)	(2006-06-16)
<a href="#">A9062C</a>	Canadian Forces Site Regulations	(2011-05-16)
<a href="#">B7500C</a>	Excess Goods	(2006-06-16)
<a href="#">D0018C</a>	Delivery and Unloading	(2007-11-30)
<a href="#">D2025C</a>	Wood packaging materials	(2017-08-17)
<a href="#">D6010C</a>	Palletization	(2007-11-30)

## ANNEX A: REQUIREMENT

### 1. OBJECTIVE:

The contractor must supply construction lumber in accordance with the guidelines of the International Standards for Phytosanitary Measures No. 15 (ISPM 15) and Directive D-98-08: Entry Requirements for Wood Packaging Material of the Canadian Wood Packaging Certification Program (CWPCP) and the Canadian Food Inspection Agency (CFIA).

### 2. BACKGROUND:

The construction lumber must have been heat treated (according to Phytosanitary Measures No. 15 (ISPM 15)), as it is used primarily for the packaging of material to be stored or shipped throughout Canada and the world.

### 3. TECHNICAL SPECIFICATIONS:

The construction lumber will be supplied in the following wood types, formats and dimensions:

#### Certified HT spruce

##### Dimensions

1 " X 4" X 14'  
1 " X 6" X 14'  
1 " X 8" X 14'  
Or 1 " X 8" X 14' RAW  
1 " X 10" X 14'  
Or 1 " X 10" X 14' RAW  
2 " X 4" X 14'  
2 " X 6" X 14'  
2 " X 8" X 14'  
2 " X 10" X 14'  
4 " X 4" X 8'  
4 " X 4" X 14'  
4 " X 6" X 14'  
4 " X 6" X 16'

#### STD plywood

##### Dimensions

0.38  
0.50  
0.63  
0.75

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#### 4. DELIVERABLES:

Delivery shall be made within a maximum of thirty-six (36) hours following receipt of a call-up.

Each piece of lumber must be marked with proof that it is HT, as evidence that it has been successfully heat treated.

Rip-sawn lumber must be marked on one of the two pieces.

Each lot of lumber shall be clearly identified and bear a marking providing the following information:

**NAME OF MANUFACTURER**

**CERTIFICATION NUMBER (CA-XXXXX)**

**LOT NUMBER**

For every lot delivered, the invoice and delivery slip must include the following information:

**NAME OF MANUFACTURER**

**CERTIFICATION NUMBER (CA-XXXXX)**

**LOT NUMBER**

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**ANNEX B: BASIS OF PAYMENT**

**Pricing Schedule for Merchandise Described in Annex A**

Please specify where to find certifications for each product indicated as 1 to 18 in the price grid below  
 The total amount of Applicable Taxes must be shown separately.

**Construction lumber in accordance with the specifications set out in Annex A. Unit prices must be firm, applicable taxes extra, FOB destination, delivery included, 6363 Notre-Dame East, Montréal, Quebec, H1N 3V9, Canada.**

Certified HT (heat-treated) spruce (according to Phytosanitary Measures No. 15 (ISPM 15))							Please specify where can be found the certification in your documents.	
Dimensions	Estimated Yearly Quantity	Unit Price Year 1	Estimated Total Year 1 (A X B) = C	Unit Price Year 2	Estimated Total Year 2 (A X D) = E	Estimated Total 2 Years (E + C) = F	FSC, SFI or CSA/ PEFC Certified Wood	Minimum 10% Recycled Content Certification
	A)	B)	C)	D)	E)	F)		
1) 1" X 4" X 14'	3000							
2) 1" X 6" X 14'	4000							
3) 1" X 8" X 14'	2000							
4) 1" X 8" X 14' raw	2000							
5) 1" X 10" X 14'	500							
6) 1" X 10" X 14' raw	500							
7) 2" X 4" X 14'	3500							
8) 2" X 6" X 14'	1500							
9) 2" X 8" X 14'	1500							
10) 2" X 10" X 14'	500							
11) 4" X 4" X 8'	500							
12) 4" X 4" X 14'	500							
13) 4" X 6" X 14'	10							
14) 4" X 6" X 16'	10							
ESTIMATED TOTAL B1: _____ \$								

4' X 8' STD plywood (according to Phytosanitary Measures No. 15 (ISPM 15))							Please specify where can be found the certification in your documents.	
Thicknesses	Estimated Yearly Quantity	Unit Price Year 1	Estimated Total Year 1 (A X B) = C	Unit Price Year 2	Estimated Total Year 2 (A X D) = E	Estimated Total 2 Years (E + C) = F	FSC, SFI or CSA/ PEFC Certified Wood	Minimum 10% Recycled Content Certification
	A)	B)	C)	D)	E)	F)		
15) 0.38"	600							
16) 0.50"	800							
17) 0.63"	1000							
18) 0.75"	750							
ESTIMATED TOTAL B2: _____ \$								

**ESTIMATED TOTAL FOR EVALUATION PURPOSES (B1 + B2): \$ \_\_\_\_\_**

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**ANNEX C: COMPLETE LIST OF COMPANY BOARD OF DIRECTORS**

***NOTE TO OFFEROR'S***

***WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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**PBN (PROCUREMENT BUSINESS NUMBER):** \_\_\_\_\_

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## **ANNEX D: ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror 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).