

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

Bid Fax: (709) 772-4603

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

PWGSC / TPGSC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NL
A1C 5T2

Title - Sujet Purchase Firewood- Parks Canada	
Solicitation No. - N° de l'invitation 5P300-190522/A	Date 2020-01-10
Client Reference No. - N° de référence du client 5P300-190522	GETS Ref. No. - N° de réf. de SEAG PW-\$XAQ-021-7387
File No. - N° de dossier XAQ-9-42112 (021)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-20	Time Zone Fuseau horaire Newfoundland Standard Time NST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Lacey (XAQ), Rhonda	Buyer Id - Id de l'acheteur xaq021
Telephone No. - N° de téléphone (709)730-1597 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Gros Morne National Park Rocky Harbour, NF A0K 4N0	
Security - Sécurité 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

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	11
A. STANDING OFFER	11
6.1 OFFER	11
6.2 SECURITY REQUIREMENTS.....	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF STANDING OFFER.....	12
6.5 AUTHORITIES	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
6.7 IDENTIFIED USERS	13
6.8 CALL-UP PROCEDURES	13
6.9 CALL-UP INSTRUMENT	13
6.10 LIMITATION OF CALL-UPS.....	14
6.11 FINANCIAL LIMITATION	14
6.12 PRIORITY OF DOCUMENTS.....	14
6.13 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.14 APPLICABLE LAWS.....	15
6.15 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
B. RESULTING CONTRACT CLAUSES	15
6.1 STATEMENT OF WORK.....	15
6.2 STANDARD CLAUSES AND CONDITION	15
6.3 TERM OF CONTRACT	16
6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
6.5 PAYMENT	16
6.6 INVOICING INSTRUCTIONS	17
6.7 INSURANCE	17

Solicitation No. - N° de l'invitation
5P300-190522/A
Client Ref. No. - N° de réf. du client
5P300-190522

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-9-42112

Buyer ID - Id de l'acheteur
xaq021
CCC No./N° CCC - FMS No./N° VME

6.8	SACC MANUAL CLAUSES	17
	ANNEX "A" STATEMENT OF WORK	18
	ANNEX "B" BASIS OF PAYMENT	21
	ANNEX "C" QUARTERLY REGIONAL INDIVIDUAL STANDING OFFER	22
	ANNEX "D" ELECTRONIC PAYMENT INSTRUMENTS	23
	ANNEX "E" INTEGRITY PROVISIONS- LIST OF NAMES	24

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 the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 To establish a Regional Individual Standing Offer (RISO) to supply, deliver, pre-packaged, pre-cut dry seasoned firewood to Gros Morne National Park during the period of 1 May 2020- 30 September 2020.

The requirement is subject to the provisions of the North America Trade Agreement.

1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2019-03-04) 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: 90 days

2.1.1 SACC Manual Clauses

[C9000T](#) (2010-08-16), Pricing

[M0019T](#) (2007-05-25), Firm Prices and/or Rates

[M1004T](#) (2011-05-16), Condition of Material

2.2 Submission of Offers

Bids 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 bid solicitation.

Rhonda Lacey
A/ Senior Supply Officer
Public Services and Procurement Canada
The John Cabot Building

10 Barter's Hill, St. John's, NL A1C 5T2

or

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador:

TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.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

Facsimile submissions may be faxed to :

(709) 772-4603

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

2.5 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 Newfoundland and Labrador.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (one hard copy)
Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)
Section IV: Additional Information (one hard copy)

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 Offeror is simultaneously providing copies of its offer 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.

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

Section I: Technical Offer (one hard copy)
Section II: Financial Offer (one hard copy)
Section III: Certifications (one hard copy)
Section IV: Additional Information (one hard copy)

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 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](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, 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 Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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.

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

It is mandatory to bid on all items. Failure to do so will deem the bid non-responsive.

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection- Mandatory Technical Criteria

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection- Mandatory Technical Criteria

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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian goods.

The Offeror certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

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

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) (<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 Canadian Content Certification

5.2.3.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 SECURITY REQUIREMENTS

There is no security requirement applicable to the Standing Offer.

6.3 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.

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: May 1 to July 31;
- 2nd quarter: August 1 to October 31;
- 3rd quarter: November 1 to January 31;
- 4th quarter: February 1 to April 30.

The data must be submitted to the Standing Offer Authority no later than fifteen calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 May 2020 to 30 September 30, 2020.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Rhonda Lacey
A/Senior Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
The John Cabot Building, 10 Barter's Hill, P.O. Box 4600
St. John's, NL A1C 5T2

Telephone: (709)730-1597
Facsimile: (709)772-4603
E-mail address: Rhonda.lacey@pwgsc.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.

6.5.2 Project Authority (To be completed at award)

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.

6.5.3 Offeror's Representative

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

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Identified Users

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

6.8 Call-up Procedures

The Call-up Authority for the Department will issue the Call-up to the firm holding the Standing Offer for the item.

6.9 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 2 and 3 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.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$63,000.00 (*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 three 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.

6.12 Priority of Documents

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 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 [2006](#) (2019-03-04), Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements;

- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated _____

6.13 Certifications and Additional Information

6.13.1 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.

6.13.2 SACC Manual Clauses

SACC Manual Clause [A2085C](#) (2007-05-25), Workers Compensation
SACC Manual Clause [G1005C](#) (2016-01-28), Insurance

6.14 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 Newfoundland and Labrador.

6.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Condition

6.2.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.2.3 SACC Manual Clauses

[B7500C](#) (2006-06-16), Excess Goods
[G1005C](#) (2016-01-28), Insurance

6.3 Term of Contract

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

6.3.1 Period of the Contract

The period of the Standing Offer is from 1 May 2020- 30 September 2020 with two option years.

6.3.2 Delivery Date

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

6.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.5 Payment

The Contractor will be paid in accordance with the pricing as indicated in Annex "A".

6.5.1 Basis of Payment

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

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.

6.5.2 Limitation of Price

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

6.5.3 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

6.5.4 Workers Compensation

SACC Manual clause [A0285C](#) (2007-05-25), Workers Compensation

6.5.5 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6 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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.8 SACC Manual Clauses

[B7500C](#) (2006-06-16), Excess Goods

ANNEX "A"

STATEMENT OF WORK

1.0 INTRODUCTION

Gros Morne National Park operates five (5) campgrounds at Shallow Bay, Berry Hill, Green Point, Lomond and Trout River. The camping pads at each campground are provided with a wood burning stove, campers are provided the opportunity to purchase wood from the campground attendants for use in the wood burning units. Parks Canada has no accessible supply of wood and has chosen to go to the private sector to supply, package, deliver and distribute the wood.

2.0 SCOPE OF WORK

Supply, and deliver, pre-packaged, pre-cut dry seasoned firewood to Gros Morne National Park in accordance with the following specifications:

3.0 PERIOD OF CONTRACT

May 1, 2020 – September 30, 2020 with two option years.

4.0 PROJECT REQUIREMENTS:

- 4.1 Supply of seasoned firewood consisting of hardwood species (birch), softwood species consisting of fir and spruce, (Slabs not acceptable). The preferred combination would be 50% hardwood and 50% softwood.

MET _____ YES _____ NO

- 4.1.1 Contractor is guaranteed a volume of 7000 bundles, with the possibility of supplying additional firewood as needed. An initial order of 100 bundles to be delivered to Green Point Campground on May 14th and 100 bundles to Lomond, Shallow Bay, Trout River and Berry Hill Campgrounds on June 4th

MET _____ YES _____ NO

- 4.1.2 Contractor will provide on request proof that wood used in this contract was acquired through or as part of a commercial operation.

MET _____ YES _____ NO

- 4.2 Firewood for the campgrounds will be pre-cut, pre-packaged and labelled (bilingual).

MET _____ YES _____ NO

- 4.2.1 Length of individual pieces of wood shall be 40 cm (16").

MET _____ YES _____ NO

4.2.2 Average cross-sectional area of each piece shall be maximum 65 cm² (10 in²), minimum 20 cm² (3 in²).

MET ☐ **YES** ☐ **NO**

4.2.3 Wood bundles shall be labelled showing product identity, dealer identity and product quantity. Labels must be securely fastened and of a type that will withstand normal handling of the bundles. Labels must also conform to Industry Canada regulations for pre-packaged firewood.

MET ☐ **YES** ☐ **NO**

4.2.4 Labels will be bilingual English and French.

MET ☐ **YES** ☐ **NO**

4.2.5 Wood shall be securely tied or shrink wrapped (able to withstand repeated handling) in bundles of 54 dm³. Ties or straps should be either plastic or nylon (NOT Metal).

MET ☐ **YES** ☐ **NO**

4.2.6 The bundles should be 30cm X 40cm X 45cm and contain several small pieces of wood (splints) to aid with the starting of the fire.

MET ☐ **YES** ☐ **NO**

4.3 Firewood shall be delivered to the following campgrounds: Trout River, Lomond, Berry Hill, Green Point and Shallow Bay.

MET ☐ **YES** ☐ **NO**

4.3.1 Firewood shall be delivered throughout the period of May 1st to September 30th within two days of receipt of an order (minimum of 50 bundles per request).

MET ☐ **YES** ☐ **NO**

4.3.2 Shipment shall be consigned FOB campgrounds.

MET ☐ **YES** ☐ **NO**

4.3.3 Contractor is responsible for unloading firewood into specified buildings at delivery site.

MET ☐ **YES** ☐ **NO**

Solicitation No. - N° de l'invitation
5P300-190522/A
Client Ref. No. - N° de réf. du client
5P300-190522

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-9-42112

Buyer ID - Id de l'acheteur
xaq021
CCC No./N° CCC - FMS No./N° VME

4.3.4 Broken bundles will be the responsibility of the Contractor.

MET ☐ **YES** ☐ **NO**

4.3.5 Parks Canada will verify number of bundles in each delivery.

MET ☐ **YES** ☐ **NO**

5.0 TERMS OF PAYMENT

Payment will be made against Contractor's invoice for firewood delivered to the site and will be in 500 bundle increments.

Solicitation No. - N° de l'invitation
5P300-190522/A
Client Ref. No. - N° de réf. du client
5P300-190522

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-9-42112

Buyer ID - Id de l'acheteur
xaq021
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Item #	Description	Unit of Issue	Estimated Quantity	Unit Price	Total
1	Firewood (as per Specification-Annex B)	Bundle (54 dm³)	5,000	\$	\$
2	Delivery				\$
TOTAL PRICE (HST extra)					\$

OPTION YEAR ONE- MAY 1, 2021- September 30, 2021

Item #	Description	Unit of Issue	Estimated Quantity	Unit Price	Total
1	Firewood (as per Specification-Annex B)	Bundle (54 dm³)	5,000	\$	\$
2	Delivery				\$
TOTAL PRICE (HST extra)					\$

OPTION YEAR TWO- May 1, 2022- September 30, 2022

Item #	Description	Unit of Issue	Estimated Quantity	Unit Price	Total
1	Firewood (as per Specification-Annex B)	Bundle (54 dm³)	5,000	\$	\$
2	Delivery				\$
TOTAL PRICE (HST extra)					\$

Solicitation No. - N° de l'invitation
5P300-190522/A
Client Ref. No. - N° de réf. du client
5P300-190522

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-9-42112

Buyer ID - Id de l'acheteur
xaq021
CCC No./N° CCC - FMS No./N° VME

**ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS
QUARTERLY REGIONAL INDIVIDUAL STANDING OFFER BUSINESS VOLUME REPORT**

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

Quarterly periods are defined as follows:

1st quarter: May 1 to July 31;
2nd quarter: August 1 to October 31;
3rd quarter: November 1 to January 31;
4th quarter: February 1 to April 30.

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

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

Supplier's Name	
Standing Offer Title / Description	
Standing Offer Number	
Reporting Period (Fiscal Year & Quarter)	
Total \$ Value of Orders for the Reporting Period (incl. HST)	
Total \$ Value of Orders for the Fiscal Year to Date (incl. HST)	

Call up Detail by ordering Department

Department or Agency	P/N	ITEM DESCRIPTION				QTY	UNIT	TOTAL

The required information for this Standing Offer must be e-mailed to the following addresses:
Rhonda.lacey@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation
5P300-190522/A
Client Ref. No. - N° de réf. du client
5P300-190522

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-9-42112

Buyer ID - Id de l'acheteur
xaq021
CCC No./N° CCC - FMS No./N° VME

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);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "E"

INTEGRITY PROVISIONS – LIST OF NAMES

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:
