

**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

<b>Title - Sujet</b> Dry Seasonal Fire Wood Parks Canada	
<b>Solicitation No. - N° de l'invitation</b> 5P114-210001/A	<b>Date</b> 2021-04-19
<b>Client Reference No. - N° de référence du client</b> 5P114-210001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XAQ-023-7600
<b>File No. - N° de dossier</b> XAQ-1-44002 (023)	<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> Newfoundland Daylight Saving Time NDT <b>on - le 2021-05-05</b> Heure Avancée de Terre-Neuve HAT	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dwyer, Alexandria	<b>Buyer Id - Id de l'acheteur</b> xaq023
<b>Telephone No. - N° de téléphone</b> (709)330-6330 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARKS CANADA P.O.BOX 130 ROCKY HARBOUR Newfoundland and Labrador A0K4N0 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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**November 2020 Request for Standing Offers Template (RFSO)**

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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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Requirement, the Basis of Payment, the Business Volume Report, the Electronic Payment Instruments, and the Integrity Provisions.

### **1.2 Summary**

**1.2.1** Public Services and Procurement Canada, on behalf of Parks Canada, has a requirement to establish a Regional Individual Standing Offer (RISO), to supply and deliver pre-packaged, pre-cut, dry seasoned firewood bundles to all 5 campgrounds in Gros Morne National Park during the period of 15 May 2021 – 15 October 2021.

**1.2.2** The requirement is limited to Canadian goods.

**1.2.3** 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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **2.1.1 SACC Manual Clauses**

SACC Manual Clause M1004T (2016-01-28), Condition of Material  
SACC Manual Clause M0019T (2007-05-25), Firm Prices and/or Rates

### **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 in the RFSO.

OR

For offerors choosing to submit using epost Connect the email address is:

[TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@pwgsc-tpsgc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@pwgsc-tpsgc.gc.ca)

Note: Offers 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 [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

OR

Facsimile number: (709) 772 – 4603

### **2.3 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.

### **2.4 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 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.

### **2.5 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)

- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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

- 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)

- 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.

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, as specified in Annex "A".

## **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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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.

### **3.1.2 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bidders must be able to meet the requirements listed in the statement of requirement, attached as Annex "A".

**Please check (✓) accordingly:**

MET \_\_\_\_\_ NOT MET \_\_\_\_\_



#### 4.1.2 Financial Evaluation

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

#### 4.2 Basis of Selection

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.

#### 5.2 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-) (<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/programs/employment-equity/federal-contractor-program.html#s4) 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**

This Procurement is limited to Canadian goods.

The Offeror certifies that:

( ) The good are Canadian goods as defined in paragraph one (1) of clause A3050T.

**5.2.3.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

#### **5.2.3.2 Workers Compensation Certification – Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

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## 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 Statement of 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.

##### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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 in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of award to 15 October 2021.

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#### **7.4.2 Delivery Points**

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

#### **7.5 Authorities**

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

The Standing Offer Authority is:

Name: Alexandria Dwyer

Title: Supply Officer

Directorate: Public Works and Government Services Canada - Acquisitions Branch

Address: The John Cabot Building, 10 Barter's Hill, P.O. Box 4600

Telephone: (709) 330 - 6330

Facsimile: (709) 772 - 4603

E-mail address: Alexandria.Dwyer@pwgsc-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.

##### **7.5.2 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.

##### **7.5.3 Offeror's Representative (*to be completed by the Offeror*)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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XAQ023  
CCC No./N° CCC - FMS No./N° VME

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

## 7.6 Identified Users

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

## 7.7 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.

## 7.8 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.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 25,000.00 (Applicable Taxes included).

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$70,000.00 (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

## 7.11 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 2010A (2020-05-28), General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Requirement
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated \_\_\_\_\_

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

SACC Manual Clause M3060C (2008-05-12), Canadian Content Certification

## 7.13 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.

## 7.14 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.

### **7.1 Statement of Requirement**

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

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

#### **7.2.1 General Conditions**

2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from the date of award to 15 October 2021.

#### **7.3.2 Delivery Date**

Delivery must be made within three (3) calendar days from receipt of a 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 a firm unit price, as specified in Annex "B". 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.

#### **7.4.2 Multiple Payments**

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

#### **7.4.3 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)

## 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.
2. Invoices must be distributed as follows:
  - a. The original and two (2) copies must be forwarded to:  
  
[pc.facturationugotnl-wnlfuinoicing.pc@canada.ca](mailto:pc.facturationugotnl-wnlfuinoicing.pc@canada.ca)
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.6 SACC Manual Clauses

SACC Manual Clause B7500C (2006-06-16), Excess Goods  
SACC Manual Clause A0285C (2007-05-25), Workers Compensation

## 7.7 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 7.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### 1. Background

1.1. Gros Morne National Park operates five (5) campgrounds at Shallow Bay, Berry Hill, Green Point, Lomond and Trout River, with a combined total of 237 campsites. Each campsite is equipped with a campfire pit and campers are provided the opportunity to purchase firewood from the campground attendants.

#### 2. Objective

2.1. Supply and deliver pre-packaged, pre-cut, dry seasoned firewood bundles to all 5 campgrounds in Gros Morne National Park and in accordance with the following specifications.

#### 3. Scope of Work

##### 3.1. Type of Wood

- 3.1.1. Firewood bundles will be seasoned (dried for a minimum of 1 year) and consist of hardwood species (birch), softwood species fir and spruce, harvested on the island of Newfoundland. The combination will be 50% hardwood and 50% softwood. Slabs are not acceptable.
- 3.1.2. Contractor will provide on delivery proof that wood was acquired through or as part of a commercial operation.

##### 3.2. Size of Wood

- 3.2.1. Length of individual pieces of wood shall be 40 cm (16").
- 3.2.2. Average cross-sectional area of each piece shall be maximum 65 cm<sup>2</sup> (10 in<sup>2</sup>), minimum 20 cm<sup>2</sup> (3 in<sup>2</sup>).
- 3.2.3. Kindling (splits) shall have an cross-sectional area of 3.6 cm<sup>2</sup> (0.56 in<sup>2</sup>), + 1.0 cm<sup>2</sup> (0.15 in<sup>2</sup>)

##### 3.3. Packaging

- 3.3.1. The bundles should be 30cm X 40cm X 45cm (54 dm<sup>3</sup>) and contain several small pieces of kindling (splits) to aid with the starting of the fire.
- 3.3.2. Wood shall be securely tied and able to withstand repeated handling. Ties or straps should be either plastic or nylon (NOT Metal).
- 3.3.3. 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 (<https://www.ic.gc.ca/eic/site/cb-bc.nsf/eng/01739.html>).

#### **4. Timeframe and Delivery Details**

- 4.1. Deliveries will occur throughout the camping season extending from May 15 to Oct 15.
- 4.2. An initial order of firewood bundles will be required for the start of the camping season and distributed among all 5 campgrounds:
  - Berry Hill Campground - 5 km north of Rocky Harbour off Route 430.
  - Green Point Campground – 12 km north of Rocky Harbour on Route 430.
  - Shallow Bay Campground – 1 km north of Cow Head off route 430.
  - Lomond Campground – 17 km west of Wiltondale off route 431.
  - Trout River Campground – 2 km south of Trout River off route 431.
- 4.3. Additional call ups may be issued throughout the camping season as required. Firewood will be delivered within 3 business days of receipt of a call-up. Any additional call ups would be for a minimum of 200 bundles per delivery.
- 4.4. Shipment shall be consigned FOB to each campground.
- 4.5. Contractor is responsible for unloading firewood into specified buildings at each campground.
- 4.6. Parks Canada will verify number of bundles in each delivery.
- 4.7. Broken bundles will be the responsibility of the Contractor.

Solicitation No. - N° de l'invitation  
5P114-210001/A  
Client Ref. No. - N° de réf. du client  
5P114-210001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-1-44002

Buyer ID - Id de l'acheteur  
XAQ023  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "B"

### BASIS OF PAYMENT

Item Description	Unit of Issue	Estimated Quantity	Unit Price	Total Extended Price
Firewood (as specified in Annex A)	Firewood Bundle (54 dm <sup>3</sup> )	3,500	CAD \$	CAD \$
Delivery				CAD \$
			TOTAL ESTIMATED PRICE  (HST Extra)	CAD \$

Solicitation No. - N° de l'invitation  
5P114-210001/A  
Client Ref. No. - N° de réf. du client  
5P114-210001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-1-44002

Buyer ID - Id de l'acheteur  
XAQ023  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "C"

### BUSINESS VOLUME REPORT

#### 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:

1<sup>st</sup> quarter: May 1 to July 31;

2<sup>nd</sup> quarter: August 1 to October 31;

3<sup>rd</sup> quarter: November 1 to January 31;

4<sup>th</sup> 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:  
[Alexandria.Dwyer@pwgsc-tpsgc.gc.ca](mailto:Alexandria.Dwyer@pwgsc-tpsgc.gc.ca)

Solicitation No. - N° de l'invitation  
5P114-210001/A  
Client Ref. No. - N° de réf. du client  
5P114-210001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
XAQ-1-44002

Buyer ID - Id de l'acheteur  
XAQ023  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **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)

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## **ANNEX “E”**

### **INTEGRITY PROVISIONS**

#### **INTEGRITY PROVISIONS – LIST OF NAMES**

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:**

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