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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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; and
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, 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 Requirement, the Basis of Payment, the Standing Offer Usage Report, and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1** Parks Canada Agency has the as and when requested requirement for the supply, delivery and offloading of firewood to the Bear Trap Sand pit located 8 kilometers from the town site of Waskesiu Lake in Prince Albert National Park, Saskatchewan. The period of the Standing Offer will be one year from issuance with Canada retaining the irrevocable option to extend the period of the Standing Offer by an additional two (2), one (1) year periods.
- 1.2.2** This RFSO allows offerors to use the CPC 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 6.13 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>) 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](#) (2022-03-29) 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

### 2.2 Submission of Offers

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

#### **PWGSC Western Region Bid Receiving Unit**

Offerors are strongly encouraged to submit offers electronically using the Canada Post Connect (CPC) service. The Offeror must send an email requesting to open a CPC Connect conversation to the following address:

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an CPC Connect message if the offeror is using its own licensing agreement for CPC Connect service.

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject RFSO.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 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 Saskatchewan.

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

The Offeror is strongly encouraged to submit its offer electronically in accordance with section 08 of the [2006](#) standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject RFSO.

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

## **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with 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 II: 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 Financial Evaluation**

[M0220T](#) (2016-01-28) Evaluation of Price - Offer

#### **4.1.2 Evaluated Price**

The Evaluated price will be calculated as follows:

The firm unit prices offered for Items 1.1 to 3.2 of Annex B – Basis of Payment will be multiplied by their respective annual estimated usage quantity to determine each item’s extended evaluated price. The extended evaluated prices will be added together to determine the total evaluated price. The provision for price adjustment to a maximum of 15 % above the originally offered prices for Items 2.1 and 3.1 of Annex B – Basis of Payment will not be considered in the evaluated price.

### **4.2 Basis of Selection**

[M0069T](#) (2007-05-25) Basis of Selection

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

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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-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 \(ESDC\) - Labour's](#) website.

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.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirement 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](#) (2022-01-28) 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 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 entitled "Annex C – Standing Offer Usage Report". 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 data must be submitted on a quarterly basis to the Standing Offer Authority.

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 15 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 one year from issuance.

##### **6.4.2 Extension of Standing Offer**

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from \_\_\_\_\_ to \_\_\_\_\_ (*inserted at Standing Offer issuance*) and from \_\_\_\_\_ to \_\_\_\_\_ (*inserted at Standing Offer issuance*) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 7 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 6.4.3 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:

Name: Diane Warnell  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 101 22 Street East, Suite 110  
Saskatoon, Saskatchewan  
S7K 0E1  
Telephone: 403-581-4139  
Email address: Diane.Warnell@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.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is:

*Inserted at Standing Offer issuance.*

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

*Indicated by the Offeror:*

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

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Telephone:

Facsimile:

Email address:

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Parks Canada Agency, Prince Albert National Park or their designated representative.

## 6.7 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 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.

## 6.8 Limitation of Call-ups

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

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*inserted at Standing Offer issuance*) 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.

## 6.10 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](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies and rules;
- e) the supplemental general conditions [4014](#) (2022-06-20) Suspension of the work;
- f) the general conditions [2010A](#) (2022-01-28), General conditions – Goods (medium complexity);
- g) Annex A, Requirement;
- h) Annex B, Basis of Payment;
- i) the Offeror's offer dated *(date inserted at Standing Offer issuance)*.

## 6.11 Certifications and Additional Information

### 6.11.1 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.

## 6.12 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 \_\_\_\_\_ *(indicated by the Offeror)*.

## 6.13 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 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[2010A](#) (2022-01-28), General conditions - Goods (medium complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2022-01-28), General conditions - Goods (medium complexity) will not apply to payments made by credit cards.

#### **6.2.2 Supplemental General Conditions**

[4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies and rules, apply to and form part of the Contract:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

[4014](#) (2022-06-20) Suspension of the work, apply to and form part of the Contract:

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 "Default by the Contractor" or 24 "Termination for convenience of general conditions [2010A](#) (2022-01-28), General conditions - Goods (medium complexity).
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*inserted at Contract award*).

### **6.3.2 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment – Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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" Basis of Payment for a cost of \$\_\_\_\_\_ (*inserted at Contract award*). 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.

#### **6.4.2 Single Payment**

[H1000C](#) (2008-05-12), Single Payment

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

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

*Inserted at Standing Offer issuance.*

### **6.5 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 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 to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.6 Insurance**

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

### **6.7 SACC Manual Clauses**

[A9068C](#) (2010-01-11), Government Site Regulations

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

[D0018C](#) (2007-11-30) Delivery and Unloading

## **6.8 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](#)".

## **6.9 Shipping Instructions – Free on Board Destination and Delivered Duty Paid**

Goods must be consigned and delivered to the destination specified in the contract:

- FOB Destination – Prince Albert National Park, Saskatchewan, including all delivery charges and customs duties and Applicable Taxes.

## **6.10 Inspection and Acceptance**

The Project 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"**

### **REQUIREMENT**

#### **1.0 SCOPE**

Parks Canada Agency has the as and when requested requirement for the supply, delivery and offloading of firewood to the Bear Trap Sand pit located 8 kilometers from the town site of Waskesiu Lake in Prince Albert National Park, Saskatchewan.

#### **2.0 REQUIREMENT**

2.1 The supplied firewood must:

- be cleaned and seasoned (fire killed wood will be acceptable);
- have been dried for at least one year;
- be between 12 and 18 inches in length;
- not have a diameter of more than 6 inches; wood with a diameter over 6 inches must be split;
- be delivered free of sawdust, wood chips, dirt, rocks and other foreign materials, including pine beetle infestation;
- be 70% Jack Pine, with the remaining 30% being a mixture of any of the following:
  - a) White Poplar;
  - b) Spruce;
  - c) Birch; and/or
  - d) Tamarack;

Note: milled wood, black poplar wood and elm wood will NOT be acceptable.

2.2 The Offeror must:

- deliver and unload the wood into piled cords; a piled cord is 4 feet by 4 feet by 8 feet (128 cubic feet);  
Note: the wood may be initially brought on-site in block, cord or tree length and split on site; if split on site, the Offeror must keep all saw dust and debris separate from the wood pile and the debris must be cleaned up and hauled away by the Offeror.
- deliver and unload the firewood in the appropriate location as specified by the Project Authority or their designated representative; Parks Canada Agency will push up blocked wood if necessary and ensure the unloading area is accessible and clear of snow.
- provide a schedule of work within four working days of contract (call-up) award to the Project Authority or their designated representative;
- negotiate individual delivery schedules for individual contracts (call-ups) with the Project Authority or their designated representative;
- provide all tools and equipment, including personal protective equipment, to perform the work;
- attend a "Terms of Reference" meeting with the Project Authority or their designated representative following Standing Offer issuance; the date, location and medium of the meeting will be mutually agreed upon by the Offeror and the Project Authority or their designated representative following Standing Offer issuance.

#### **3.0 CONSTRAINTS**

Site access is limited to business days between the hours of 7:30am and 3:30pm CST/CDT, unless specified otherwise by the Project Authority or their designated representative.

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The Project Authority or their designated representative will perform a mandatory "pre-delivery" inspection of the firewood prior to delivery and unloading in order to inspect the quality, size and type of product in accordance with the requirements. Firewood must not be delivered/unloaded until the Project Authority or their designated representative have completed the mandatory pre-delivery inspection and provided the Offeror with a signed, hand-written receipt.

The delivery area will only be able to receive one delivery truck at a time due to a lack of unloading space on site.

**ANNEX "B"**

**BASIS OF PAYMENT**

Firm unit prices must include all relative costs associated performing the Work in accordance with Annex "A" - Requirement. Prices are required for each line item and as per the format shown. The firm unit prices are in Canadian Dollars and exclusive of taxes; taxes will be added to the invoice as a separate line item. The annual estimated usage is provided for evaluation purposes, will not form any part of any resulting Standing Offer, represents a best estimate and in no way reflects the actual usage expected, or any commitment on the part of Canada.

| Item       | Description  | Unit of Issue | Firm Unit Price (CAD)<br>(Indicated by the Offeror) | Annual Estimated Usage |
|------------|--|---------------|---|------------------------|
| <b>1.0</b> | <b>YEAR 1</b>  |               |   |                        |
| 1.1        | <b>Material Cost</b> – Firewood, in accordance with Annex "A"          | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |
| 1.2        | <b>Delivery and unloading</b> of Firewood in accordance with Annex "A" | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |
| <b>2.0</b> | <b>YEAR 2 - OPTION YEAR ONE</b>  |               |   |                        |
| 2.1        | <b>Material Cost</b> – Firewood, in accordance with Annex "A"          | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |
| 2.2        | <b>Delivery and unloading</b> of Firewood in accordance with Annex "A" | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |
| <b>3.0</b> | <b>YEAR 3 - OPTION YEAR TWO</b>  |               |   |                        |
| 3.1        | <b>Material Cost</b> – Firewood, in accordance with Annex "A"          | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |
| 3.2        | <b>Delivery and unloading</b> of Firewood in accordance with Annex "A" | Piled Cord    | \$ _____ / Piled Cord                               | 650 Piled Cords        |

**PRICE ADJUSTMENT – YEAR 2 and YEAR 3 – MATERIAL COSTS**

The firm unit prices detailed in Items 2.1, and 3.1 ("Material Cost" – Year 2 and Year 3) are subject to **upward adjustment to a maximum of 15%** of the originally offered firm unit price to allow for:

- a. changes due to price adjustment in wood products that are a direct result of an increased current base price imposed by the applicable wood commodity market; and/or,
- b. imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to wood, authorized or imposed or agreed to by Canada, the provincial government of Saskatchewan or by any Government Regulatory Authority.

The Offeror must request the price adjustment in writing from the Standing Offer Authority; if accepted, the price adjustment will be reflected in a formal revision to the Standing Offer. The Offeror may not invoice at prices other than those specified in the Standing Offer and any subsequent revisions.

In the Offeror's written request for price adjustment, the Offeror must:

- identify the proposed new firm unit price within 15% of the originally offered firm unit price;
- provide detailed information regarding the reason for the proposed increase, in accordance with price adjustment allowances "a." and/or "b." above; and,
- provide price justification to demonstrate the increase in the Offeror's material cost matches the proposed new firm price; acceptable forms of price justification will be paid invoices or receipts for the material costs, or where these invoices/receipts for material costs do not exist, a detailed price breakdown showing the Offeror's material costs, and/or any other supporting documentation as requested by Canada. Note: Canada may require the Offeror provide copies of paid invoices to other (non-federal government) clients to demonstrate the proposed new firm unit price is not in excess what is charged the Offeror's other customers.



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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)