

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 S/O- Timber Supply	
Solicitation No. - N° de l'invitation EA003-161858/A	Date 2015-12-11
Client Reference No. - N° de référence du client EA003-161858	GETS Ref. No. - N° de réf. de SEAG PW-\$XAQ-031-6503
File No. - N° de dossier XAQ-5-38168 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-25	Time Zone Fuseau horaire Newfoundland Standard Time NST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Baird, Janice	Buyer Id - Id de l'acheteur xaq031
Telephone No. - N° de téléphone (709)772-2999 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA JOHN CABOT BLDG 10 BARTERS HILL P.O.BOX 4600 ST JOHNS Newfoundland and Labrador A1C5T2 Canada	
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

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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

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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: includes the certifications 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 Requirement, the Basis of Payment, the Specifications Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

To establish a Regional Individual Standing Offer for the Supply of timber on an as and when requested basis for the Department of Public Works and Government Services Canada to be used at various marine sites within Newfoundland and Labrador.

Period of Standing Offer:

Overall period of Standing Offer: Approximately February 18, 2013 to February 28, 2015. A three (3) month extension is available at the end of the standing offer period.

Overall value: \$3,000,000.00

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015-07-03) 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

M0019T	(2007-05-25)	Firm Price and/or Rates
C9000T	(2010-08-16)	Pricing

2.2 Submission of Offers

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

2.2.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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.

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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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

- Section I: Technical Offer (2 hard copies)
Section II: Financial Offer (2 hard copies)
Section III: Certifications (1 hard 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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 Annex B, Basis of Payment"). The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:
VISA _____

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Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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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
See Annex A

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause, M0220T (2013-04-25), Evaluation of Price

4.2 Basis of Selection

4.2.1 SACC Manual Clause, M0069T (2007-05-25), Basis of Selection

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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

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(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-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.

5.2.3 Workers Compensation – 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 3 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.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this 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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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 "E". 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 basis to the Standing Offer Authority.

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th 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.

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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 date of award to January 31, 2018 (estimated).

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 3 month period, 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 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Janice Baird, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 709-772-2999
Facsimile: 709-772-4603
E-mail address: janice.baird@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name:
Telephone:
Facsimile:
E-mail address:

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7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Public Works and Government Services Canada, Newfoundland.**

7.7 Call-up Procedures

The identified user authorized to make call-ups against the Standing Offer will issue a call-up to the primary standing offer holder first. If the primary standing offer holder is unable to accept the call-up it is then permissible to place a call-up to the secondary standing offer holder.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.10 Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$3,000,000.00 (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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2015-09-03), General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Specification;
- h) Annex D, Insurance Requirements;

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- j) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.13 Applicable Laws

Ensure the applicable law selected by the Offeror, or in the absence of such selection, the law indicated in the RFSO, is inserted in the blank. The Offeror, as instructed, will be able to propose a change to the applicable laws in its offer.

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 _____. (Insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

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B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2015-09-03) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Insert the following clause when payment by credit cards is accepted by the Offeror.

Section _____ (insert section number) Interest on Overdue Accounts, of _____ (insert the number, date and title of applicable general conditions) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be made within 14 calendar days from receipt of a call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$3,000,000.00. Customs duties are excluded and Applicable Taxes are extra.

7.4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 3,000,000.00. Customs duties are excluded and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or

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c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.4.3 Payment by Credit Card

Insert and complete one of the following clauses if the Payment by Credit Card clause is used under Part 3, Section II - Financial Offer and the Offeror has accepted payment by credit card(s):

The first clause is to be used if only one credit card is accepted.

The second clause is to be used if more than one credit card are accepted.

Consult the Treasury Board Directive on Acquisition Cards.

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.4 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.

7.5 Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

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7.6 SACC Manual Clauses

B1505C	(2006-06-16)	Shipment of Hazardous Materials
D3015C	(2014-09-25)	Danderous Goods/Hazardous Products – Labelling and Packaging Compliance
A9041C	(2008-05-12)	Salvage
D5328C	(2014-06-26)	Inspection and Acceptance
A0285C	(2007-05-25)	Workers Compensation
B4024T	(2006-08-15)	No Substitute Products
D0018C	(2007-11-30)	Delivery and Unloading
B2004C	(2006-06-16)	Lumber - Grade Marking

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Annex "A"

Requirement

Requirement:

To establish a Regional Individual Standing Offer for the supply of timber on an as and when requested basis for the Department of Public Works and Government Services Canada to be used at various marine sites within Newfoundland and Labrador.

Period of the Standing Offer:

Overall period of Standing Offer: Approximately February 1, 2016 to January 31, 2018. A three (3) month extension is available at the end of the standing offer period.

Mandatory Requirement (s):

It is mandatory to provide pricing for all items and for all geographic areas and for both years. Failure to do so will deem your bid non-responsive and no further consideration will be given.

Evaluation:

Evaluation will be conducted using the prices from each of the 4 geographic areas for each of the two years. The subtotals for each of the pricing data sheets will be added together to get an overall aggregate total. Two standing offers will be awarded. The bidder with the lowest overall total for the 4 geographic areas and both years will be recommended for award of the primary standing offer. The second lowest bidder will be awarded the secondary standing offer which will be used for back-up purposes.

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Annex "B"
Basis of Payment / Pricing

Basis of Payment:

The offeror is requested to supply pricing for the supply of timber for the Department of Public Works and Government Services Canada to be used at various marine sites within Newfoundland and Labrador.

For the Period February 1, 2016 to January 31, 2017

St. John's & Avalon

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal: \$ _____

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Gander and Central Newfoundland

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal \$ _____

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**For the Period February 1, 2016 to January 31, 2017
Corner Brook & Western NL**

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal\$ _____

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For the Period February 1, 2016 to January 31, 2017
Goose Bay & Labrador

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price Per KM. truck		30,000	\$	\$

Subtotal \$ _____

Notes:

* Pricing is broken down into 4 geographic locations and is also broken down into 2 separate years. Pricing is requested for February 1, 2016 to January 31, 2017 and February 1, 2017 to January 31, 2018.

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*** It is mandatory to provide pricing for all categories and both years. If the pricing is the same for a certain area or year please include the same pricing. If pricing is not provided for all geographic areas, your bid will be deemed non-responsive and no further evaluation will take place.**

*** The unit price quoted for each geographic area and each year is to include transportation cost to the metro area stated.**

*** The price per km. Truck requested is for delivery outside the metro areas.**

For additional items not listed in the above table, the wholesale prices as marked in your plant and warehouse sales offices on date of order less a discount of _____% will apply.

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St. John's & Avalon

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
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14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal: \$ _____

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Gander and Central Newfoundland

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal \$ _____

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Corner Brook & Western NL

Description	U of I	Est Qty	Unit Price	Total Price
Treated Dimension Timber				
Softwood				
1. (50-250) x (100-205) (0-4900)	M3	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	M3	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	M3	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	M3	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	M3	400	\$	\$
Hardwood				
6. (100-150) x 150 (0-3600)	M3	150	\$	\$
7. (100-150) x 150 (3601-4900)	M3	50	\$	\$
Wood Decking				
8. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Utility Timber (bundles of 25)				
10. (50-150) x (50-150) (0-4900)	M3	50	\$	\$
Untreated Dimension Timber				
Hardwood				
11. (100-150) x 150 (0-3600)	M3	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	M3	300	\$	\$
Wood Decking				
13. (50-75) x (150-200) (0-4900)	M3	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	M3	50	\$	\$
Treated Timber Piles				
15. (No. 30) - (4500-12000)	LM	1,000	\$	\$
16. (No. 30) - (12200-16500)	LM	1,000	\$	\$
17. (No. 30) - (16600-20000)	LM	1,000	\$	\$
Treated Timber Poles				
18. (Class 3) - (7500-16500)	LM	500	\$	\$
19. (Class 4) - (7500-16500)	LM	1,000	\$	\$
20. (Class 5) - (7500-16500)	LM	500	\$	\$
Transportation				
Price per km.truck		30,000	\$	\$

Subtotal\$ _____

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For the Period February 1, 2017 to January 31, 2018
Goose Bay & Labrador

Description	Est Qty	Unit Price	Total Price
Treated Dimension Timber			
Softwood			
1. (50-250) x (100-205) (0-4900)	1,500	\$	\$
2. (206-300) x (206-300) (4901-6100)	400	\$	\$
3. (206-300) x (206-300) (6101-12200)	400	\$	\$
4. (50-205) x (100-205) (4901-6100)	3,000	\$	\$
5. (50-205) x (100-205) (6101-12200)	400	\$	\$
Hardwood			
6. (100-150) x 150 (0-3600)	150	\$	\$
7. (100-150) x 150 (3601-4900)	50	\$	\$
Wood Decking			
8. (50-75) x (150-200) (0-4900)	100	\$	\$
9. (50-75) x (150-200) (4901-6100)	50	\$	\$
Utility Timber (bundles of 25)			
10. (50-150) x (50-150) (0-4900)	50	\$	\$
Untreated Dimension Timber			
Hardwood			
11. (100-150) x 150 (0-3600)	1,000	\$	\$
12. (100-150) x 150 (3601-4900)	300	\$	\$
Wood Decking			
13. (50-75) x (150-200) (0-4900)	100	\$	\$
14. (50-75) x (150-200) (4901-6100)	50	\$	\$
Treated Timber Piles			
15. (No. 30) - (4500-12000)	1,000	\$	\$
16. (No. 30) - (12200-16500)	1,000	\$	\$
17. (No. 30) - (16600-20000)	1,000	\$	\$
Treated Timber Poles			
18. (Class 3) - (7500-16500)	500	\$	\$
19. (Class 4) - (7500-16500)	1,000	\$	\$
20. (Class 5) - (7500-16500)	500	\$	\$
Transportation			
Price Per KM. truck	30,000	\$	\$

Subtotal \$ _____

Notes:

* Pricing is broken down into 4 geographic locations and is also broken down into 2 separate years. Pricing is requested for February 1, 2016 to January 31, 2017 and February 1, 2017 to January 31, 2018.

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*** It is mandatory to provide pricing for all categories and both years. If the pricing is the same for a certain area or year please include the same pricing. If pricing is not provided for all geographic areas, your bid will be deemed non-responsive and no further evaluation will take place.**

*** The unit price quoted for each geographic area and each year is to include transportation cost to the metro area stated.**

*** The price per km. Truck requested is for delivery outside the metro areas.**

For additional items not listed in the above table, the wholesale prices as marked in your plant and warehouse sales offices on date of order less a discount of _____% will apply.

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ANNEX C
SPECIFICATION

Please see electronic attachment.

ANNEX D

INSURANCE REQUIREMENT

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

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For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX E 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: 01 April to 30 June;

2nd quarter: 01 July to 30 September;

3rd quarter: 01 October to 31 December;

4th quarter: 01 January to 31 March.

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 address:
janice.balrd@pwgsc.gc.ca

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ANNEX F
INFORMATION FOR CODE OF CONDUCT CERTIFICATION
(TO BE COMPLETED BY OFFEROR)

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person
