

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**John Cabot Building
10 Barbers Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
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/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet RISO Timber Supply - Various NL	
Solicitation No. - N° de l'invitation EA003-210026/A	Date 2020-06-17
Client Reference No. - N° de référence du client Various	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-005-7434
File No. - N° de dossier PWD-0-43008 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-28	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: O'Brien, Cheryl	Buyer Id - Id de l'acheteur pwd005
Telephone No. - N° de téléphone (709)728-7182 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various Locations, NL	
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

Request for Standing Offers Template (RFSO)

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Solicitation No. - N° de l'invitation
EA003-210026/A
Client Ref. No. - N° de réf. du client
EA003-210026

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-43008

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

1.2 Summary

Public Services and Procurement Canada (PSPC) has a requirement to establish a Regional Individual Standing Offer for the Supply of Treated Timber on an as and when requested basis to be used at various marine sites within Newfoundland and Labrador.

Period of Standing Offer:

The RISO(s) will be for a two (2) year period from the date of issuance. (Anticipated 2020-09-01 to 2020-08-31).

Overall value: \$ 3,450,000.00

For additional information, please refer to Annex "A" – Requirement.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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

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.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in Newfoundland and Labrador the email address is:

tpsgc.rareceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@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 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 submissions may be faxed to: (709) 772-4603

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer – one (1) hard copy

Section II: Financial Offer – one (1) hard copy

Section III: Certifications – one (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 hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex “B” - Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

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 - to be completed by the Offeror:

- 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.

Met: _____ Not Met: _____

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

4.1.2.2 Conduct of 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 (80% of the total value) and the second lowest bidder will be recommended for award of the secondary standing offer (20% of the total value).

4.2 Basis of Selection

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

Two standing offers will be awarded. The primary (low bidder) will be awarded 80% of the total value and the secondary (second lowest bidder) will be awarded 20% of the total value. The secondary standing offer will only be used if the primary is unable to deliver.

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-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

Solicitation No. - N° de l'invitation
EA003-210026/A
Client Ref. No. - N° de réf. du client
EA003-210026

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-43008

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

5.2.3.1 Workers Compensation Certification- Letter of Good Standing

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this solicitation or the subsequent agreement.

6.2 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" – Insurance Requirements.

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 Statement of Work 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, 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.

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 ten (10) 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 and providing services against the Standing Offer will be two (2) years from the date of issuance (Anticipated to be 2020-09-01 to 2022-08-31)

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the individual call-up document. Potential points of delivery include Newfoundland and Labrador.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Cheryl O'Brien
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
John Cabot Building
St. John's, NL A1C 5T2

Telephone: (709) 728-7182
Facsimile: (709) 772-4603
E-mail address: Cheryl.obrien@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 - (to be completed by the Offeror)

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: PSPS (former PWGSC)

7.8 Call-up Procedures

The Identified User will issue a call-up for the required work to the supplier holding the Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

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

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be completed upon issuance of a Standing Offer) (Applicable Taxes included) 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 (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.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A; (2020-05-28)
- e) the general conditions 2010C; (2020-05-28)
- f) Annex "A", Requirement;
- g) Annex "B", Basis of Payment;
- h) Annex "C", Electronic Payment Instruments;
- i) Annex "D", Insurance Requirements;
- j) Annex "E" - Standing Offer Business Volume Report;
- k) Annex "F" – Integrity Provisions;
- l) the Offeror's offer dated _____ (insert date of offer), or "as amended on _____"

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.2 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25) Workers Compensation

7.14 Applicable Laws

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

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must perform the Work 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.

Section 16, Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

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

Section 13, Interest on Overdue Accounts, of 2010C (2016-04-04), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid firm rates, as per Annex "B" – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra, if applicable.

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.

7.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.5.3 Multiple Payments

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

7.5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department.
SACC Manual clause B7500C (2006-06-16), Excess Goods.

7.5.5 Electronic Payment of Invoices – Call-up

(As per the information provided by the Bidder in Annex "C" - Electronic Payment Instruments. This clause will be revised accordingly upon issuance of a Standing Offer.)

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)

7.6 Invoicing Instructions

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.

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.

7.7 Insurance 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.

7.8 SACC Manual Clauses

A9065C	(2006-06-16)	Identification Badge.
A9068C	(2010-01-11)	Government Site Regulations.
B5007C	(2010-01-11)	Procedures for Design Change or Additional Work.
B1505C	(2016-01-28)	Shipment of Hazardous Materials
D3015C	(2014-09-25)	Dangerous 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	(2017-07-01)	No Substitute Products
D0018C	(2007-11-30)	Delivery and Unloading
B2004C	(2006-06-16)	Lumber - Grade Marking

7.9 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.

7.10 Shipping Instructions – Delivery at Destination

All goods and related services must be consigned and delivered to the destination specified in the contract: FOB Destination, including all delivery charges and customs duties and Applicable Taxes.

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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.

Note:

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.

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06 05 73	Wood Treatment	3
31 53 16	Structural Timber	3

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GENERAL INSTRUCTIONS

SECTION 00 10 10

PAGE 1

- 1. Scope** .1 The work covered under this project consist of the furnishing of all plant, labour, equipment, hardware and materials, for the supply of treated and untreated dimension timber, complete in strict accordance with Specifications and subject to all terms and conditions of contract.
- 2. Description** .1 The work will consist of but will not necessarily be limited to the following:
.1 Supply, load, transport and off-loading of treated and untreated dimension timber to various locations In Newfoundland.
- 3. Call-up** .1 Material lists will be developed by the departmental representative for each of the sites and materials will be supplied and delivered to the sites by the contractor on an as and when required basis.
- 4. Site of Work** .1 Timber will be delivered to various locations in Newfoundland and Labrador.
- 5. Abbreviations** .1 Following abbreviations of standard specifications have Been used in this specification.

CGSB – Canadian Government Specifications Board
CSA – Canadian Standards Association
NLGA – Nations Lumber Grades Authority
ASTM – American Society for Testing and Materials

.2 Where these abbreviations and standards are used in this project, latest edition in effect on date of tender call will be considered as applicable.
- 6. Site Operations** .1 Exercise care so as not to obstruct or damage public or private property in area. Do not interfere with normal day to day operations in progress at site.

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GENERAL INSTRUCTIONS

SECTION 00 10 10

PAGE 2

7. Protection

- .1 Store all materials and equipment to be incorporated into work to prevent damage by any means.
- .2 Replace all materials damaged in transit to the satisfaction of and at no cost to the Departmental Representative.

8. Taxes & Permits

- .1 Pay applicable federal, provincial and municipal taxes.

9. Invoicing

- .1 Contractor is required to notify Departmental Representative.
- .2 Invoice must show:
 - .1 Contract Number
 - .2 Work Location
 - .3 Description of Work
 - .4 Project Number
 - .5 Quantities broken down as per the Unit Price Table
- .3 Contractor will provide the Departmental Representative with two (2) copies of the materials delivered to the site, for his review and signature. One (1) copy is to be retained by Departmental Representative.
- .4 In the event of a dispute, the contractor is to make any and all records available to the Department to substantiate invoiced amounts.

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CONSTRUCTION FACILITIES

SECTION 01 52 00

PAGE 1

1. Testing Laboratory Services

- .1 Particular requirements for inspection and testing to be carried out by testing laboratory designated by Departmental Representative are specified under various sections.

**2. Appointments
And Payment**

- .1 Departmental Representative will appoint and pay for services of testing laboratory except for the following:
- .1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
 - .2 Inspection and testing performed exclusively for Contractor's convenience.
 - .3 Tests specified to be carried out by contractor under the supervision of Departmental Representative.
 - .4 Additional tests specified in paragraph 2.2.
- .2 Where tests or inspections by designated testing laboratory reveal work not in accordance with contract requirements. Contractor shall pay costs for additional tests or inspections as may require to verify acceptability of corrected work.

**3. Contractor's
Responsibilities**

- .1 Furnish labour and facilities to:
- .1 Provide access to work to be inspected and tested.
 - .2 Facilitate inspections and tests.
 - .3 Make good work disturbed by inspection and testing.
 - .4 Notify Departmental Representative sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of tests.
 - .5 Where materials are specified to be tested, deliver representative samples in required quantity to testing laboratory.

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**3. Contractor's
Responsibilities (cont'd)**

6. Pay costs for uncovering and making good work that is covered before required inspection or testing is completed and approved by Departmental Representative.

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WOOD TREATMENT

SECTION 06 05 73

PAGE 1

PART 1 – GENERAL

1.1 Description

- .1 This section specifies requirements for preservative treatment by pressure impregnation to CSA 080.

1.2 Related Work

- .1 Structural Timber Section 31 53 16

1.3 Reference Standards

- .1 CSA 080-97 Wood Preservation or most recent edition at time of tendering.
- .2 NLGA standard grading rules for Canadian Lumber 1980 edition or most recent at time of tendering.
- .3 CSA 015-90 Wood Utility Poles and Reinforcing Stubs or most recent edition at time of tendering.

1.4 Source Quality Control

- .1 The Contractor shall submit for approval to the Departmental Representative the name of the person or company from whom He intends to purchase timber for use under the contract and if treated, the location of the plant at which it is to be treated. This submission shall be within seven (7) days of award.
- .2 The Contractor shall give two (2) days notice in writing to the Departmental Representative before any preservative treatment is done, naming the time and place of treatment. He shall facilitate the inspection of the process by the Departmental Representative and, notwithstanding the Contractor's notice of treatment and whether or not the process is inspected by a representative of the Departmental Representative reserves the right to reject, at the point of delivery, any or all timber that does not meet the requirements of the specification .
- .3 Inspection and testing by the Departmental Representative will not relieve the Contractor of contractual responsibility for quality control.
- .4 Materials will be treated and supplied as per the lengths and sizes of each call-up.

1.5 Measurement For Payment

- .1 No measurement for payment shall be made for items under this section. Work under this section shall be considered incidental to the work.

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WOOD TREATMENT

SECTION 06 05 73

PAGE 2

PART 2 – PRODUCTS

**2.1 Preservative
Treatments**

- .1 Treat with CCA or ACA or pentachlorophenol (Penta) or other approved treatment to CSA 080 M1983, commodity standard 080.18, Table 1 and its referenced standards, with the following minimum assay retentions:

<u>Species</u>	CCA kg/m3	ACA Kg/m3
----------------	--------------	--------------

Dimension Timber

- Douglas Fir	30	30
- Western/Eastern Hemlock	30	30
- Birch/Maple	Treat to refusal	
- Hemlock, Douglas Fir (Wood Decking)	24	24

Round Timber Piles

- Coast Douglas Fir	30	30
- Red Pine	30	30
- Jack Pine	30	30
- Southern Yellow Pine	30	30

Utility Timber

- Birch or Hemlock Pre-cut and drilled to industry Standards	6.4	n/a
--	-----	-----

*Birch and Maple must be air-dried for six (6) months in weather protected environment or kiln-dried.

Utility Poles

	CCA	Penta
- Coast Douglas Fir	9.6	7.2
- Red Pine	9.6	6.4
- Lodgepole Pine	9.6	9.6
- Southern Yellow Pine	n/a	4.8

2.2 Materials

- .1 Round Timber Piles: to CAN3-056 M79 Clean Peeled Piles with minimum butt size of 300 mm and tip diameter related to length.
- .2 Round Timber Poles: to CSA 015-97, machined peeled for bark removal. All standard utility industry classes and lengths of poles to be available. Treatment shall meet assay, penetrations and retentions for poles in Table 1 of CSA-080.4-97.

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WOOD TREATMENT

SECTION 06 05 73

PAGE 3

PART 3 – EXECUTION

3.1 Field Treatment

- .1 Field treatment of timbers is prohibited.
 - .1 Handle pressure treated material in a manner that will avoid damage which may expose untreated material. Rejection of any damaged material may result and replacement will be required at the Contractor's expense.

3.2 Field Quality

- .1 Timbers which contain rot, splits, exposing untreated wood, excessive wane, or timbers which cannot be fastened in the work so as to be structurally sound are unacceptable.
- .2 The Departmental Representative reserves the right to carry out field testing of treated timber for penetration and retention of preservative. Timber not meeting the requirements of the specification may be rejected for use under the contract.

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STRUCTURAL TIMBER

SECTION 31 53 16

PAGE 1

PART 1 – GENERAL

1.1 Description

- .1 This section specifies requirements for supply and delivery of Structural Timber.

1.2 Related Work

- .1 Wood Treatment Section 06300

1.3 Protection

- .1 Avoid dropping of treated timber and bruising or breaking of wood fibres.
- .2 Avoid breaking surfaces of treated timber.

1.4 Delivery and Storage

- .1 Store timber horizontally, evenly supported and open piled to permit air circulation when stored for prolonged period.
- .2 When handling long timber, provide support at sufficient number of points, properly located to prevent damage due to excessive bending.
- .3 Handle treated timber with hemp, manila or sisal rope slings or other approved means of support that will not damage surface.
- .4 Do not use sharp pointed tools to handle treated timber. Any timber so handled will be rejected.

1.5 Measurement Of Payment

- .1 Treated/Untreated Dimension Timber – The supply of treated and untreated dimension timber will be measured by the cubic metre of timber, loaded, delivered and off-loaded at various locations in Newfoundland and Labrador. For measurement purposes, refer to categories as scheduled in the Unit Price Table.
- .2 Treated Timber Piles and Poles – The supply of treated timber piles and poles will be measured by the lineal metre of timber loaded, delivered and off-loaded at various locations in Newfoundland and Labrador. For measurement purposed, refer to categories in the Unit Price Table.

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STRUCTURAL TIMBER

SECTION 31 53 16

PAGE 2

**1.5 Measurement
Of Payment (cont'd)**

- .3 Transportation: All material will be F.O.B. to geographic areas within Newfoundland. Transportation costs will be calculated from the different geographic areas stated in the standing offer using the transportation cost as stated below.
- .4 Transportation Cost: Transportation cost will be measured on basis of the geographic areas stated in the standing offer. Any delivery outside the metro areas stated will also incur a per km rate listed within each of the geographic areas. Shipment going to Labrador may also incur ferry charges which will be stated separately on the invoice. Once timber has reached designated site, off-loading operations and associated costs will be the responsibility of the supplier.

PART 2 – PRODUCTS

2.1 Timber Materials

- .1 Timber: Use timber graded and stamped in accordance with applicable grading rules and standards of associations or agencies approved to grade lumber by Canadian Lumber Standards Administration Board of CSA.
- .2 Species:
- .1 Softwoods: Hemlock or Douglas Fir.
 - .2 Hardwood: Birch or Maple.
 - .3 Wood Decking: Fir, Spruce or Eastern Hemlock.
 - .4 Utility Poles: Red Pine, Southern Yellow Pine, Lodgepole Pine, Coastal Douglas Fir, conforming to CSA-015-90.
 - .5 Utility Timbers: Birch or Hemlock.
- .3 Grade: No. 1 Structural Grade.
- .1 All poles shall be side marked as per Canadian Standards Association's standard CAN/CSA-015-90, Clause 5.5.2, with a die-stamped metal tag, recessed below the pole surface and located 1.8 metres above the ground line as defined in Table 1 of Canadian Standards Association's standard CAN/CSA-080.8-97.

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STRUCTURAL TIMBER

SECTION 31 53 16

PAGE 3

PART 2 – PRODUCTS (Cont'd)

2.1 Timber Materials (cont'd)

- .2 In addition to the side marking requirements as per Canadian Standards Association's standard CAN/SCS-015-90, Clause 5.5.2, a three letter code representing the month of treatment shall be added to the die-stamped metal tag. The tree letter code representing the month is shown in Table 1.

Jan	January	Jul	July
Feb	February	Aug	August
Mar	March	Sept	September
Apr	April	Oct	October
May	May	Nov	November
Jun	June	Dec	December

- .3 Pole butts shall be marked as per Canadian Standards Association's standard CAN/CSA-015-90, Clause 5.5.1 with a tag indicating the Supplier's code or trademark, pole species, plan location and year treated, class and length of pole.
- .4 Grading Authority: NLGA
- .5 Preservative Treatment:
- .1 Treat to CSA 080, for coastal waters and Section 06300. Timbers will be treated in the lengths required. Unnecessary field cutting will not be permitted.

PART 3 – EXECUTION

3.1 Delivery

- .1 All materials will be delivered and off-loaded at various sites, Newfoundland and Labrador.
- .2 Delivery normally required within two (2) weeks from receipt of call-up. Occasionally delivery may be required within (1) one week.

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ANNEX "B" - BASIS OF PAYMENT

Unit Price Tables for all 4 regions for both years included at end.

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ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified below.

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

1.1 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.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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*

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.

ANNEX "E" – 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, including those paid for by a Government of Canada Acquisition Card.

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.

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 ten (10) calendar days after the end of the reporting period.

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 and Description					
Standing Offer Number					
Reporting Period (Fiscal Year and Quarter)					
Total \$ Value of Order for the Reporting Period (including HST)					
Total \$ Value of Order for the Fiscal Year to Date (including HST)					
Date	Call-up / Contract Number	ITEM DESCRIPTION	QTY	UNIT	TOTAL

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

Solicitation No. - N° de l'invitation
EA003-210026/A
Client Ref. No. - N° de réf. du client
EA003-210026

Amd. No. - N° de la modif.
File No. - N° du dossier
PWD-43008

Buyer ID - Id de l'acheteur
pwd005
CCC No./N° CCC - FMS No./N° VME

ANNEX "F" – INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION

List of Names

- (a) Offerors who are incorporated, including joint ventures, must provide a complete list of names of all individuals who are currently directors. Offerors bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Offerors 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 offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the offer non-responsive. Providing the required names is a mandatory requirement for award.
- (c) The Offeror must immediately inform Canada in writing of any changes affecting the list of names during this procurement process.

Complete Legal Name of Company _____

PBN _____

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

ANNEX B - Corner Brook and Western NL – YEAR 1

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

Gander and Central NL – YEAR 1

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

Goose Bay and Labrador – YEAR 1

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

St. John's and Area – YEAR 1

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$626.85	\$940,275.00
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$731.85	\$292,740.00
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$1,206.45	\$482,580.00
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$1,046.85	\$3,140,550.00
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$1,325.10	\$530,040.00
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$731.85	\$292,740.00
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$1,046.85	\$418,740.00
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$731.85	\$109,777.50
7	(100-150) x 150 (3601-4900)	m ³	50	\$731.85	\$36,592.50
8	(100-150) x 200 (3601-4900)	m ³	10	\$731.85	\$7,318.50
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$595.35	\$59,535.00
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$679.35	\$33,967.50
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$595.35	\$29,767.50
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$679.35	\$679,350.00
13	(100-150) x 150 (3601-4900)	m ³	300	\$679.35	\$203,805.00
14	(100-150) x 200 (3601-4900)	m ³	10	\$679.35	\$6,793.50
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$553.35	\$55,335.00
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$626.85	\$31,342.50
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$47.78	\$47,780.00
18	(No. 30) – (12200-16500)	LM	1,000	\$55.15	\$55,150.00
19	(No. 30) – (16600-20000)	LM	1,000	\$61.51	\$61,510.00
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$56.70	\$28,350.00
21	(Class 4) – (7500-16500)	LM	1,000	\$52.50	\$52,500.00
22	(Class 5) – (7500-16500)	LM	500	\$50.40	\$25,200.00
	Transportation				
23	Price per km truck	km	30,000	\$3.38	\$101,400.00
TOTAL EXTENDED AMOUNT (TEA): Excluding GST/HST					\$7,723,139.50

Corner Brook and Western NL – YEAR 2

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

Gander and Central NL – YEAR 2

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

Goose Bay and Labrador – YEAR 2

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	\$
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					

St. John's and Area – YEAR 2

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Price per Unit	Extended amount
	TREATED DIMENSION TIMBER				
	Softwood				
1	(50-250) x (100-205) (0-4900)	m ³	1,500	\$	\$
2A	(206-300) x (206-300) (4901-6100) – Hemlock	m ³	400	\$	\$
2B	(206-300) x (206-300) (4901-6100) – Douglas Fir	m ³	400	\$	\$
3A	(206-300) x (206-300) (6101-12200) – Hemlock	m ³	3,000	\$	\$
3B	(206-300) x (206-300) (6101-12200) – Douglas Fir	m ³	400	\$	\$
4	(50-205) x (100-205) (4901-6100)	m ³	400	\$	\$
5	(50-205) x (100-205) (6101-12200)	m ³	400	\$	\$
	Hardwood				
6	(100-150) x 150 (0-3600)	m ³	150	\$	\$
7	(100-150) x 150 (3601-4900)	m ³	50	\$	\$
8	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
9	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
10	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Utility Timber (bundles of 25)				
11	(50-150) x (50-150) (0-4900)	m ³	50	\$	\$
	UNTREATED DIMENSION TIMBER				
	Hardwood				
12	(100-150) x 150 (0-3600)	m ³	1,000	\$	\$
13	(100-150) x 150 (3601-4900)	m ³	300	\$	\$
14	(100-150) x 200 (3601-4900)	m ³	10	\$	\$
	Wood Decking				
15	(50-75) x (150-200) (0-4900)	m ³	100	\$	\$
16	(50-75) x (150-200) (4901-6100)	m ³	50	\$	\$
	Treated Timber Piles				
17	(No. 30) – (4500-12000)	LM	1,000	\$	\$
18	(No. 30) – (12200-16500)	LM	1,000	\$	\$
19	(No. 30) – (16600-20000)	LM	1,000	\$	\$
	Treated Timber Poles				
20	(Class 3) – (7500-16500)	LM	500	\$	\$
21	(Class 4) – (7500-16500)	LM	1,000	\$	\$
22	(Class 5) – (7500-16500)	LM	500	\$	\$
	Transportation				
23	Price per km truck	km	30,000	\$	
TOTAL EXTENDED AMOUNT (TEA):					\$
Excluding GST/HST					