

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | | |
|---|--|--|
| Title - Sujet LOGISTICS SUPPORT SERVICES | | |
| Solicitation No. - N° de l'invitation W0103-136563/A | | Date 2012-06-01 |
| Client Reference No. - N° de référence du client W0103-136563 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$VIC-242-5928 | | |
| File No. - N° de dossier VIC-2-35025 (242) | | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-20 | | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | | |
| Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal | | Buyer Id - Id de l'acheteur vic242 |
| Telephone No. - N° de téléphone (250) 363-8312 () | | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|---|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| 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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PART 1 - GENERAL INFORMATION**1. Introduction**

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

Part 1 General Information:

provides a general description of the requirement;

Part 2 Offeror Instructions:

provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions:

provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection:

indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5 Certifications:

includes the certifications to be provided;

Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement.

2. Summary

It is Canada's intention to establish Regional Individual Standing Offer(s) for the supply of specified logistics support services to IROQUOIS, HALIFAX, AOR, KINGSTON, VICTORIA and miscellaneous classes of naval vessels and support staff assigned to Maritime Forces Pacific and on an occasional basis, those vessels and support staff assigned to Maritime Forces Atlantic, and other Canadian Forces elements when deployed within the identified zones in British Columbia, Canada, on an if and when requested basis, to identified users authorized to make call-ups against the Standing Offer.

The period of the Standing Offer will commence from the date of Standing Offer to September 30, 2013 and include two optional one year periods.

The total area to be supplied is divided into the following two zones:

Zone 1 - City of Vancouver; and

Zone 2 - Port of Prince Rupert

as defined in greater detail in Annex A.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, 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

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 British Columbia.

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

1. Offer Preparation Instructions

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Basis of Payment and Annex C.

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 _____

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.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**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.

1.1 Technical Evaluation

The mandatory technical evaluation criteria are identified in Annex A.

1.2 Financial Evaluation

The Offer must include prices for all items listed in Annex C for a particular Zone.

The aggregate cost for a Zone will be calculated using the prices offered for the items listed in Annex C based on the following formula:

For Zone 1:

$$\sum_{i=1}^{19} [(A_i \times B_i) + (A_i \times C_i) + (A_i \times D_i)]$$

For Zone 2:

$$\sum_{i=1}^{17} [(A_i \times E_i) + (A_i \times F_i) + (A_i \times G_i)]$$

where:

- A_i = Estimated Quantity Per Period for Item i
- B_i = Zone 1 Period 1 Price for Item i
- C_i = Zone 1 Option Period 1 Price for Item i
- D_i = Zone 1 Option Period 2 Price for Item i
- E_i = Zone 2 Period 1 Price for Item i
- F_i = Zone 2 Option Period 1 Price for Item i
- G_i = Zone 2 Option Period 2 Price for Item i

Each Zone will be evaluated separately.

2. Basis of Selection for Each Zone

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. For each Zone, the responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less

than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

2. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. 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 twenty-one (21) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to September 30, 2013.

3.2 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 two (2) one year periods 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 before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Public Works and Government Services Canada
Acquisitions, Victoria
1230 Government Street, Suite 401
Victoria, BC V8W 3X4 Canada

Attention: Michal Szczesniak
Telephone: 250.363.8312
E-mail: michal.szczesniak@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues

Solicitation No. - N° de l'invitation

W0103-136563/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35025

Buyer ID - Id de l'acheteur

vic242

Client Ref. No. - N° de réf. du client

W0103-136563

CCC No./N° CCC - FMS No/ N° VME

relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 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.

4.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

5. Identified User

The Identified Users authorized to make call-ups against the Standing Offer are the:

- (a) Vessel's Logistics Officer;
- (b) Vessel's Logistics Departmental Coordinator;
- (c) Designated Department of National Defence support staff (i.e. J4 Logistics, F4 Logistics, Maritime Operations Group 4 Logistics, Base Logistics contracting authorities);
- (d) authorized contracting authorities involving any Canadian Forces deployed elements.

The Authority for the Department of National Defence elements to utilize this standing offer must be obtained from the following named individual:

Department of National Defence
Telephone: _____
Mobile: _____
E-mail: _____

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

Call-ups above \$100,000.00, GST/HST included, must be authorized by the Standing Offer Authority in accordance with the departmental delegation of authorities for services.

8. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$300,000.00 (Goods and Services Tax or Harmonized Sales Tax 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.

9. 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 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;

- f) Annex B, Logistical Support Services;
- g) Annex C, Basis of Payment;
- h) Annex D, Periodic Usage Report;
- i) the Offeror's offer dated_____.

10. Certifications

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or 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.

11. 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 _____.

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2012-03-02), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex C. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is 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.

4.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada; and
- (c) the Work delivered has been accepted by Canada.

4.3 Payment by Credit Card (if applicable)

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and Annex A. Invoices cannot be submitted until all work identified in the invoice is completed.

6. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7. Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

8. Defence Contract

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

Annex A

STATEMENT OF WORK LOGISTICS SUPPORT SERVICES WASTE REMOVAL, FENDERS, BOOMS & BROWS

SCOPE

1. This statement of work defines the scope of work to provide specified logistics support services to IROQUOIS, HALIFAX, AOR, KINGSTON, VICTORIA and miscellaneous classes of naval vessels and support staff assigned to Maritime Forces Pacific and on an occasional basis, those vessels and support staff assigned to Maritime Forces Atlantic, and other Canadian Forces elements when deployed within the geographical areas described below. Services must be provided on an if and when requested basis.

REQUIREMENT

2. The Contractor must provide the logistics support services specified in Annex B to support deployed naval vessels assigned to Maritime Forces Pacific, and / or Maritime Forces Atlantic, or other Canadian Forces elements deployed within the specified geographical area on if and when requested basis. Services may be requested in various berths throughout the specified geographical area.
3. The geographical areas are:
 - a. **Zone 1 - City of Vancouver** (defined as berths within all adjoining bodies of water surrounding the city including the main berths of Canada Place and Main St Pier in British Columbia, Canada); and
 - b. **Zone 2 - Port of Prince Rupert** in British Columbia, Canada.

4. While the number of port visits is dependent on a number of known and unknown factors, the estimated number of port visits per geographical area is as follows:

| Period | Estimated Number of Port Visits to Zone 1 | Estimated Number of Port Visits to Zone 2 |
|-----------------|--|--|
| 1 | 28 | 4 |
| Option Period 1 | 27 | 3 |
| Option Period 2 | 28 | 3 |

5. The Offeror will become a contractor of the Crown and NOT an agent of the Crown upon receipt of a Call-up against the Standing Offer.
6. Pertinent information relating to each class of supported vessel will be available to the Offeror upon request after the issuance of the Standing Offer.
7. All Contractor representatives who deal directly with the vessel must be able to discuss technical aspects of naval vessel requirements and services available in port.
8. Call-ups Against the Resulting Standing Offer(s) will be placed by the visiting vessel's Logistics Officer.

For Zone 1, the HMCS DISCOVERY Liaison Officer will act as the single point of contact for all further coordination including timings and berthing requirements, and will be the sole point of contact with Port Metro Vancouver. The HMCS DISCOVERY Liaison Officer will liaise with the Contractor to identify no later than four (4) business days prior to anticipated arrival in port the exact nature of the requirements and the specific berth.

For Zone 2, coordination will be completed by the vessel's Logistics Officer with no additional assistance from the HMCS DISCOVERY Liaison Officer.

9. Coordination is required to avoid duplication of services or the obstruction of performance by any of the parties involved. If required, any disputes or discrepancies arising from other orders will be resolved directly between the HMCS DISCOVERY Liaison Officer, the vessel's Logistics Officer and the Contractor.
10. The Contractor must meet the vessel(s) upon arrival of the vessel(s).

11. Invoices for all services provided must be submitted to the vessel's Logistics Officer or designated representative prior to the vessel's departure from port when possible. Where this requirement cannot be met for reasons beyond the control of the Contractor and to the satisfaction of the vessel's Logistics Officer or designated representative, the invoice must be provided to the vessel's Logistics Officer within 48 hours of the vessel's departure from the port.
12. The Contractor must keep the vessel and Liaison Officer informed of the status of delivery of services. For example, any delays in delivery of service, schedule changes, or schedule conflicts from those originally requested by the naval vessel or the Liaison Officer, after the naval vessel's arrival in port, must be reported.

Annex B

Logistical Support Services

The logistical support services to be provided under the standing offer(s) include the provision of the following services on an if and when requested basis:

A. Sewage Removal

- i. The Contractor must arrange for sewage removal services when requested. These sewage removal services involve the collection of collection holding transfer (CHT) bacteriological/chemical liquids generated. This liquid waste will be pumped from the naval vessel by the Contractor into a barge or truck as arranged by the Contractor, and will include all wastewater generated by the vessel (i.e. grey water and black water).
- ii. The Contractor must properly dispose this liquid waste as required by all applicable laws and regulations at authorized locations.
- iii. All equipment used for sewage removal must be in mechanically sound condition and meet all safety standards as required by all applicable laws and regulations. Hoses and connections for sewage removal supplied by the Contractor must be compatible with Canadian naval vessels' requirements. IROQUOIS, HALIFAX, KINGSTON, AOR and VICTORIA class vessels require a 2.5-inch cam-lock coupling non-collapsible hose. ORCA class requires a 3-inch cam-lock.
- iv. Unless otherwise arranged with the HMCS DISCOVERY Liaison Officer or vessel's Logistics Officer, the Contractor must:
 - a. provide barges/trucks with sufficient capacity to assure that the vessel's CHT tanks are emptied prior to reaching 90% of capacity;
 - b. begin service within one hour of the naval vessel's arrival; and
 - c. continue service until one hour before the vessel's departure.
- v. The Contractor must be able to provide an accurate flow meter/depth chart to document the amount of CHT removed from the vessel. The CHT removal figures must be certified by the vessel's Logistics Officer or designated representative prior to payment for services rendered.

B. Waste Oil and Aggregate Water Removal

- i. The Contractor must arrange for waste oil services, when requested.
- ii. The waste oil services involve the collection of oil and aggregate water generated by naval vessels, as identified by the vessel's Logistics Officer or designated representative. The waste oil must be pumped by the naval vessel into tanks arranged by the Contractor. The connection type required by IROQUOIS, HALIFAX, KINGSTON, VICTORIA and AOR class vessels is a 2.5-inch cam-lock. ORCA class requires a 2-inch cam-lock or open suction from the tank. The Contractor must dispose this liquid waste as required by all applicable laws and regulations.
- iii. The Contractor must be able to provide an accurate flow meter/depth chart to document the amount of waste oil removed from the vessel. The waste oil removal figures must be certified by the vessel's Logistics Officer or designated representative prior to payment for services rendered.

C. Garbage and Recycling Removal

- i. The Contractor must furnish all labour, tools, materials, equipment and supervision necessary for the Contractor to perform all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage generated by vessels or deployed support staff when requested.
- ii. The Contractor must comply with all applicable laws and regulations pertaining to the collection, transportation, and disposal of refuse and must obtain such permits, licenses or other authorizations as may be required.
- iii. For vessels pier side, unless prohibited by port regulations, the Contractor must furnish dedicated refuse containers/barges near the naval vessel (within 25 meters) or alongside the vessel. If port regulations prohibit this proximity, the containers/barges must be placed as close as permitted. The Contractor must empty containers/barges with sufficient frequency to ensure sufficient space for the naval vessel's refuse whenever required.
- iv. Insofar as practicable, naval vessel crews shall separate refuse into recyclable plastics, metals, and paper products, organic waste (compost) and garbage categories. Any separation desired by the Contractor over and above this must be arranged by the Contractor at no additional cost or time lost to the Crown.
- v. Pickup of all other loose refuse, such as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse must be performed by the Contractor. Cleanup of any spillage of refuse in the course of the handling operation must be performed

immediately by the Contractor. Refuse containers must be returned to their original position with the lids replaced thereon when emptied. All refuse collected must be hauled in suitable vehicles and properly disposed of as required by all applicable laws and regulations at authorized locations.

D. Fenders and Camels

- i. The Contractor must furnish fenders or camels in sizes as required when requested. The camels must be flat surface barges for position at the stern or side of the vessel and placed/set-up by the Contractor alongside the pier for use in breasting the vessel away from the pier. Fenders must be of the commercial cylinder type (such as Yokohama Fenders), made of hard rubber, free of cracks and cuts. The Contractor must remove all fenders and camels as required when requested.
- ii. Specific fender requirements for each submarine include two catamarans 3.3 meters wide by 12 meters long by 4 meters deep. Catamaran sides touching the submarine's hull are protected by "D" shaped rubbers of 0.3 meter section placed no more than 1.2 meters apart extending the length of the catamaran. Alternate means of provision of fenders includes using a barge, minimum 5 meters wide with deep enough draft that the submarine pressure hull is in contact with the fenders and not the casing.

E. Brows (Gangways)

- i. Canadian naval vessels, with the exception of submarines, carry brows. However, the use of their own brows is dependent upon the type of mooring obtained and other vessels considerations. The Contractor must provide, place, set-up, and remove brows (various sizes and categories) and pedestals, if required by the vessel.

F. Placement and Rental of Containment Booms

- i. Fuel containment/anti-pollution booms must be utilized by Canadian naval vessels surrounding the entire vessel. The provision, placement, removal and usage of boom must be performed by the Contractor.
- ii. Booms must be removed one hour prior to the vessel's scheduled departure.

Annex C

Basis of Payment

1. Fees must be provided as follows:
 - a. waste disposal (for sewage, waste oil & aggregate water) by the following methods:
 - i. by barge for a ten (10) consecutive hour period (maximum 150 Metric Tons (M/T)) including all disposal and towing charges;
 - AND
 - ii. by barge for a twenty-four (24) consecutive hour period rental rate including all disposal and towing charges (where barge is not required to be removed daily);
 - AND/OR
 - iii. FOR ZONE 1 ONLY, by truck at a daily rental rate, including set up and disposal plus a cost per litre pumped;
 - b. removal of garbage and recycling at one time service fee per bin, includes 20 cubic yard bin rental and disposal of materiel;
 - c. daily fender and camel rental fee (including separate pricing for submarine fenders, as outlined in Annex B, para D) per unit (fender/camel) required, plus a one time fee for placement and removal;
 - d. daily brow rental fee, plus a one time fee for placement and removal, for the following lengths:
ORCA – 8 ft
MCDV, CPF, IRO & PRO – 20 ft;
 - e. daily containment boom rental fee, plus a one time fee for placement and removal, for the following lengths:
MCDV & ORCA - 300 ft
CPF & IRO - 600 ft
PRO - 1000 ft.
2. All-inclusive firm pricing including, but not limited to all necessary equipment, licensed operators, insurance, salaries (including holiday and overtime costs),

Solicitation No. - N° de l'invitation

W0103-136563/A

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-2-35025

Buyer ID - Id de l'acheteur

vic242

Client Ref. No. - N° de réf. du client

W0103-136563

CCC No./N° CCC - FMS No/ N° VME

permits, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement, must be provided for each period of the Standing Offer, including the two (2) one-year option periods in the format of the following tables:

Table 1: Zone 1 Pricing Schedule

| Service | Unit of Issue | Estimated Quantity per Period | Period 1 | Option Period 1 | Option Period 2 |
|--|---------------|----------------------------------|----------|-----------------|-----------------|
| A. Sewage Removal by: | | | | | |
| 1. Barge for a ten (10) consecutive hour period (maximum 150 M/T), including all disposal and towing charges; | 10-hr period | 11 | | | |
| <u>AND</u> | | | | | |
| 2. Barge for a twenty-four (24) consecutive hour period including all disposal and towing charges (where barge is not required to be removed daily); | 24-hr period | 12 | | | |
| <u>AND/OR</u> | | | | | |
| 3. Truck for a twenty-four (24) consecutive hour period including set up and disposal plus a cost per litre pumped | 24-hr period | 5 | | | |
| | Litre pumped | 50,000 (10,000 per 24-hr period) | | | |

Table 1: Zone 1 Pricing Schedule (cont'd)

| Service | Unit of Issue | Estimated Quantity per Period | Period 1 | Option Period 1 | Option Period 2 |
|---|---------------|----------------------------------|----------|-----------------|-----------------|
| B. Waste Oil and Aggregate Water Removal by: | | | | | |
| 4. Barge for a ten (10) consecutive hour period (maximum 150 M/T), including all disposal and towing charges; | 10-hr period | 11 | | | |
| <u>AND</u> | | | | | |
| 5. Barge for a twenty-four (24) consecutive hour period including all disposal and towing charges (where barge is not required to be removed daily); | 24-hr period | 12 | | | |
| <u>AND/OR</u> | | | | | |
| 6. Truck for a twenty-four (24) consecutive hour period including set up and disposal plus a cost per litre pumped | 24-hr period | 5 | | | |
| | Litre pumped | 50,000 (10,000 per 24-hr period) | | | |
| | | | | | |
| C. 7. Removal of garbage, recycling, and organic waste at one time service , including twenty (20) cubic yard bin and disposal of materiel | Bin | 40 | | | |

Table 1: Zone 1 Pricing Schedule (cont'd)

| Service | Unit of Issue | Estimated Quantity per Period | Period 1 | Option Period 1 | Option Period 2 |
|--|---------------|-------------------------------|----------|-----------------|-----------------|
| D. Fender and Camel Rental | | | | | |
| 8. Fender | day | 100 | | | |
| 9. Camel | day | 30 | | | |
| 10. Spacer Barge | day | 5 | | | |
| 11. Deep Draft Fender | day | 5 | | | |
| 12. Placement, set-up, and removal of all fenders and camels for a vessel | visit | 28 | | | |
| E. Brow and Pedestal Rental | | | | | |
| 13. 8 ft | day | 20 | | | |
| 14. 20 ft | day | 8 | | | |
| 15. Placement, set-up, and removal of all brows and pedestals for a vessel | visit | 28 | | | |
| F. Fuel Containment/anti-pollution boom rental | | | | | |
| 16. 300 ft | day | 20 | | | |
| 17. 600 ft | day | 7 | | | |
| 18. 1000 ft | day | 1 | | | |
| 19. Placement, set-up, and removal of all fuel containment / anti-pollution booms for a vessel | visit | 28 | | | |

Table 2: Zone 2 Pricing Schedule

| Service | Unit of Issue | Estimated Quantity per Period | Period 1 | Option Period 1 | Option Period 2 |
|---|---------------|-------------------------------|----------|-----------------|-----------------|
| A. Sewage Removal by: | | | | | |
| 1. Barge for a ten (10) consecutive hour period (maximum 150 M/T), including all disposal and towing charges; | 10-hr period | 2 | | | |
| <u>AND</u> | | | | | |
| 2. Barge for a twenty-four (24) consecutive hour period including all disposal and towing charges (where barge is not required to be removed daily); | 24-hr period | 2 | | | |
| B. Waste Oil and Aggregate Water Removal by: | | | | | |
| 3. Barge for a ten (10) consecutive hour period (maximum 150 M/T), including all disposal and towing charges; | 10-hr period | 2 | | | |
| <u>AND</u> | | | | | |
| 4. Barge for a twenty-four (24) consecutive hour period including all disposal and towing charges (where barge is not required to be removed daily); | 24-hr period | 2 | | | |
| C. 5. Removal of garbage, recycling, and organic waste at one time service, including twenty (20) cubic yard bin and disposal of material | | | | | |
| | Bin | 20 | | | |

Table 2: Zone 2 Pricing Schedule (cont'd)

| Service | Unit of Issue | Estimated Quantity per Period | Period 1 | Option Period 1 | Option Period 2 |
|--|---------------|-------------------------------|----------|-----------------|-----------------|
| D. Fender and Camel Rental | | | | | |
| 6. Fender | day | 25 | | | |
| 7. Camel | day | 4 | | | |
| 8. Spacer Barge | day | 2 | | | |
| 9. Deep Draft Fender | day | 2 | | | |
| 10. Placement, set-up, and removal of all fenders and camels for a vessel | visit | 4 | | | |
| E. Brow and Pedestal Rental | | | | | |
| 11. 8 ft | day | 2 | | | |
| 12. 20 ft | day | 2 | | | |
| 13. Placement, set-up, and removal of all brows and pedestals for a vessel | visit | 4 | | | |
| F. Fuel Containment/anti-pollution boom rental | | | | | |
| 14. 300 ft | day | 1 | | | |
| 15. 600 ft | day | 1 | | | |
| 16. 1000 ft | day | 2 | | | |
| 17. Placement, set-up, and removal of all fuel containment / anti-pollution booms for a vessel | visit | 4 | | | |

where:

Period 1: Date of Standing Offer to September 30, 2013

Option Period 1: October 1, 2013 to September 30, 2014

Option Period 2: October 1, 2014 to September 30, 2015.

Annex D - Periodic Usage Report

REPORT ON THE VOLUME OF BUSINESS

OFFEROR: _____

STANDING OFFER NO: _____

REPORTING PERIOD: _____

ZONE: _____

| Standing Offer Item No. | Quantity | Unit Price | Extended Price |
|----------------------------|----------|---------------|-------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| | | | |
| | | | |
| 18 | | | |
| 19 | | | |
| TOTAL | | | |

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

Name: _____

Telephone: _____

E-mail: _____

E-mail the report and spreadsheet file (in editable format) to the Standing Offer Authority.