

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 2Z4
Bid Fax: (250) 363-3344

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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 2Z4

Title - Sujet DND-VESSEL CHARTER CFMETR -		
Solicitation No. - N° de l'invitation W0103-126535/A		Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W0103-126535		Date 2012-04-13
GETS Reference No. - N° de référence de SEAG PW-\$XLV-179-5881		
File No. - N° de dossier XLV-1-34653 (179)		CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-20		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Cond, Anthony A.		Buyer Id - Id de l'acheteur xlv179
Telephone No. - N° de téléphone (250) 363-3309 ()		FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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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Solicitation No. - N° de l'invitation

W0103-126535/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

xlv179

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

W0103-126535

File No. - N° du dossier

XLV-1-34653

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

Annex A	Statement of Work
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Annex D	Security Requirements Check List (SRCL)
Annex E	Evaluation Sheets and Financial Presentation Sheet

PART 1 - GENERAL INFORMATION

1.1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and,
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Evaluation.

1.2. Summary

1. Provide Charter Vessel Services for the Department of National Defence which operates a Marine Experimental and Test Range facility at Nanoose Bay, British Columbia. The Port Operations and Emergency Services Branch through its CF Auxiliary Fleet (CFAV)-Nanoose Detachment, conducts year-round ferry service operations in the restricted waters around Winchelsea Island and Ranch Point jetties detailed in Annex A titled Statement of Work and the Basis of Payment attached at Annex B.
2. The requirement is subject to the provisions of Agreement on Internal Trade (AIT), but exempt from the World Trade Organization Agreement on Government Procurement (WTO-AGP), and the North American Free Trade Agreement (NAFTA).

1.3 Options

In the event that the Department of National Defence requires the vessel for additional time, the Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment the option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2. Submission of Bids

Bids 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 bid solicitation.

2.3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia _____.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid, Including a completed and signed Page 1 of this Request For Proposal (RFP) Document (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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, bidders 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 Bid

Bidders must submit their technical bid in accordance with Annex E1 Technical Evaluation. In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex E2 Financial Evaluation. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Bidders must meet all the mandatory requirements described in Annex A Statement of Work and the technical evaluation criteria in Annex E, Evaluation; and
- (b) Bidders must demonstrate that they possess the capability and requirements listed in Annex A. Submissions must demonstrate the ability of the vessel, including maintenance on engines. Bidders must provide:
 - (i) Detailed information of the vessel and other relevant details, which clearly indicate that the company meets the capability and requirements.

4.1.1.2 Point -Rated Technical Criteria

The Bidder must submit information in sufficient detail to allow the following point-rated items to be completely evaluated by the evaluation team:

a. Vessel Details

- i. Points will be awarded based on an evaluation of the Bidder's detailed information on the vessel. **Maximum 100 Points**

b. Equipment

- i. Points will be awarded based on an evaluation of the information provided about the vessel's condition and its safety equipment. **Maximum 100 Points**

c. Electronic Equipment

- i. Points will be awarded based on all requisite electronic equipment being fitted to the vessel. **Maximum 50 points**

4.1.2 Financial Evaluation

The Bidder's financial bid will be evaluated in accordance with Annex E, Evaluation.

4.2. Basis of Selection - Lowest Price Per Point

1. To be declared responsive, the bidder must:
 - (a) comply with all the requirements of the bid Solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 250 points.
2. Bidders not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive Bidder that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bidder with the lowest evaluated price per point will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

5.1. Certifications Precedent to Contract Award

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

5.1.1 Federal Contractors Program - over \$200,000

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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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

Bidder 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 Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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 the 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.

5.1.2 Former Public Servant Certification SACC Clause

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder 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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00 including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.3 Status and Availability of Resources

The Bidder certifies that, should it be issued a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work resulting from a tasking against the contract as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives.

If, for reasons beyond its control, the bidder is unable to provide the services of an individual named in its bid, the bidder may propose a substitute with similar qualifications and experience. The bidder must advise the Contract Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement.

For the purposes of this clause, only the following reasons will be considered as beyond the control of the bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the bidder has proposed any individual who is not an employee of the bidder, the bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The bidder must, upon request from the Contract Authority, provide a written confirmation, signed by the individual, of the permission given to the bidder and of his /her availability.

5.1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.1.5 List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon written request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed by specification section and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement For Canadian Supplier:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D; and,
 - (b) Industrial Security Manual (Latest Edition).

6.2 Financial Capability

SACC Manual Clause A9033T

Financial Capability

2012-01-18

6.3 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 in Annex C.

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.

PART 7 - RESULTING CONTRACT CLAUSES

7.1 Statement of Work

To Provide Charter Vessel Services for the Department of National Defence which operates a Marine Experimental and Test Range facility at Nanoose Bay, British Columbia. The Port Operations and Emergency Services Branch through its CF Auxiliary Fleet (CFAV)-Nanoose Detachment, conducts year-round ferry service operations in the restricted waters around Winchelsea Island and Ranch Point jetties detailed in Annex A titled Statement of Work and the Basis of Payment attached at Annex B.

7.2 Security Requirement For Canadian Supplier:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D; and,
 - (b) Industrial Security Manual (Latest Edition).

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC).

7.3.1 General Conditions

2035 (2012-01-30) General Conditions - Services (Higher Complexity).

7.4 Term of Contract

7.4.1 Charter Period

The Contractor agrees to make their vessel available during the Charter Period of **01 July 2012 to 30 June 2014.**

7.4.2 Option to Extend the Contract:

- (a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (b) Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) Calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anthony Cond

Contract Authority

Public Works and Government Services Canada

Pacific Region, Acquisitions, Marine

401-1230 Government Street

Victoria, B.C. V8W 3X4

Telephone: 250-363-3309; Facsimile: 250-363-3960

E-mail address: Anthony.Cond@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: (To be completed at Contract Award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize

changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative (To be completed by bidder)

Name: _____
 Telephone No: _____
 Facsimile No.: _____
 E-mail: _____

7.6 Payment

7.6.1 Basis of Payment - Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment _____ in Annex B to a ceiling price of \$ _____ (insert amount at contract award). Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

7.6.2 Limitation of Price

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.

7.6.3 SACC Manual Clauses

C6000C Limitation of Price 2012-01-30

7.6.4 Monthly Payment

Canada will pay the Contractor on a two-week basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices are to be issued for each 14-day period, ending on Monday with the last trip of the day, with separate line items for regular scheduled runs, extra callouts, GST/HST and the total.

2. Invoices must be distributed as follows:

- (a) The original copy must be forwarded to the following address for certification and payment:

Invoices are to be prepared and sent to:

Department of National Defence
 Canadian Forces Maritime Experimental and Test Ranges
 PO Box 188 Stn Main
 Nanoose Bay BC V9P 9J9 Attention: Administration Officer

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract .

7.7 Certifications

- 7.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

7.9 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2035 General Conditions - Services (Higher Complexity) 2012-03-02, as amended herein;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements; and,
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s).*)

7.10 Insurance Requirements

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

The Contractor is responsible to decide 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 will be at the Contractor's expense, and for its own benefit and protection.

The Contractor must, if requested by the contracting authority, forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.11 Vessel Charter

1. The vessel must meet the following requirements:
 - (a) be seaworthy; and,
 - (b) the engine must be in good running order and all gear and equipment in good repair.
2. The Contractor must keep and maintain the vessel, engines, gear and equipment in good and sufficient repair for the duration of the Contract and must pay for all necessary repairs, renewals and maintenance.
3. The Contractor must :
 - (a) indemnify and save harmless Canada from and against any claim for loss or damage to the vessel or any other property, engines, gear, or equipment, arising from the

charter, and for injury or property of persons aboard the vessel, excepting any injury or damage to property of Canada's employees or agents;

- (b) ensure that the operations are only carried out by Canada's authorized representatives as specified by the Technical Authority;
 - (c) ensure that approved personal floatation devices for all persons on board are in readily accessible positions at all times; and,
 - (d) ensure that the use or possession of illegal drugs or alcohol is prohibited. If any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it will be cause for termination of the Contract for default.
4. If the vessel is disabled or is not in running order or is laid up without the consent of Canada, then Canada will not be liable for payment for the hire of the vessel during this period. If this period exceeds one week, Canada may terminate the Contract immediately for default.
5. If any gear or equipment necessary for the efficient operation of the vessel for the purpose of the Contract is not in good working order for any period of time, then the payment of hire will cease for the lost time, and if during the voyage the speed is reduced by a defect in or breakdown of any part of the hull, machinery or equipment, the time lost will be deducted from the hire. Canada will be the sole judge of the capability of the vessel.
6. Life jackets for ALL persons on board shall be in readily accessible positions at all times; and,
7. The use or possession of illegal drugs or intoxicating spirits for beverage purposes is prohibited and if any member of the crew is found under the influence of such drugs and/or intoxicants while on duty, it shall be cause for termination of the contract. There will be absolutely no smoking on board by either the operator or the passengers while the vessel is performing the duties specified in this contract.

7.12 These procedures must be followed for any design change or additional work.

1. When Canada requests design change or additional work:

- a. The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - i. any impact of the design change or additional work on the requirement of the Contract;
 - ii. a price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form PWGSC-TPSGC 1686, Quotation for Design Change or Additional Work, or the form PWGSC-TPSGC 1379, Work Arising or New Work, (Note: Only government employees have access to these forms) or any other form required by Canada;
 - iii. a schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule.
- b. The Contracting Authority will then forward this information to the Contractor.
- c. The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.

2. When the Contractor requests design change or additional work:

- a. The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada.
- b. The Contracting Authority will forward the request to the Technical Authority for review.
- c. If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed.
- d. The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

3 .Approval

The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

ANNEX A - STATEMENT OF WORK

A1. SCOPE

A1.1 The Canadian Forces Maritime Experimental and Test Ranges (CFMETR) has the need for reliable, safe and punctual sea transportation of up to 12 passengers and material from Ranch Point Jetty to Winchelsea Island; a round trip distance of approximately 18 kilometres (or 10 nms). This shall include personnel involved with range activities as well as visitors. It will also include reasonable quantities of small cargo such as luggage, tools and building materials.

A1.2 The vessel for this ferry service must be capable of year round, sustained operations in potentially adverse weather conditions and restricted visibility. The vessel must be capable of manoeuvring in the restricted waters around the Winchelsea Island and Ranch Point Jetties. Unless prevented by hazardous weather conditions, this service shall be performed on a daily basis as indicated below.

A2. FERRY SERVICES REQUIRED

A2.1 The ferry services required involve round trips between Ranch Point Jetty and the Winchelsea Island Jetty and shall be made in accordance with the following schedule:

a. two (2) daily trips with departures from the Ranch Point Jetty at 0715 and 1915 hours everyday throughout the duration of the contract. Departures on occasion, may be from Schooner Cove Marina; and,

b. one (1) trip daily each Tuesday to Friday (specified statutory holidays and the Christmas shutdown period excepted) with departure from Ranch Point Jetty at 1615 hours. This trip will involve the transportation of janitorial personnel and their equipment, including the offload of properly bagged refuse. With sufficient notice from the Service Site Authority or their delegated representative, the time of this run may be modified to an appropriate time between 1300 and 1700 hours.

A2.2 In addition, the contractor shall be prepared to make unscheduled trips, on an as required basis, if so notified by the Service Site Authority, or their delegated representative, by 0800 hours on the day of the trip. Typically, these trips will be from Monday to Friday (specified statutory holidays and the Christmas shutdown period excepted).

A2.3 On an exceptional basis, additional unscheduled trips may be required on the weekend. These runs will be conducted if there is mutual agreement between the contractor and the Service Site Authority, or their delegated representative. The contractor will receive notification of this requirement by 0800 hours on the previous Thursday.

A2.4 Unscheduled runs, such as facility repair callouts and facility flooding to and from Winchelsea Island, will be pending contractor availability and may involve shorter notice.

A2.5 The round trip between the two jetties must be completed in one hour and fifteen minutes or less, including a mandatory 15-minute stop at the Winchelsea Island Jetty. Periods in excess of thirty (30) minutes will be considered as stand-by and calculated in fifteen (15) minute intervals for the duration of the stand-by period.

A2.6 If for any reason, the decision is made to cancel a scheduled trip, it is the responsibility of the Vessel Master to immediately communicate this to the Duty Commissionaire in the Security Building on Winchelsea Island via either radio or telephone.

A3. PRIMARY VESSEL

A3.1 To provide CFMETR with the services required, the vessel must have, as a minimum, the following attributes:

- a. the vessel must be seaworthy, in that it must be capable of safely conducting sustained operations in conditions up to and including SEA STATE 4 and with RESTRICTED VISIBILITY, in the case of fog and darkness;
- b. the vessel shall be equipped with an engine in good running order and all gear and equipment in good repair;
- c. an overall length of at least 9.144 metres; but not more than 12.192 metres;
- d. it must be capable of transporting, in reasonable comfort, up to 12 passengers seated in a covered compartment;
- e. noise levels produced by the vessel, at the normal transit speed of 10-15 knots, shall not exceed 85 dB as measured on the "A" curve, at any of the passenger seating positions; and
- f. the vessel must meet the requirements of the Canada Shipping Act and be certified as a Near Coastal II passenger-carrying vessel by the Transport Canada Marine Safety Branch. Proof of this qualification shall be provided to the Contracting Authority prior to commencement of service and when requested by the Service Site Authority at any time throughout the duration of this contact.

A3.6 In addition to the outfitting required by the Canada Shipping Act, the vessel shall be equipped with safety/emergency equipment commensurate with the task, including: GPS, Marine VHF radio, navigation radar, depth sounder, first aid kit, tool box/spares,

flashlight, distress cloth, appropriate up to date marine charts, AIS transponder registered with Industry Canada, to be operated when underway, and back-up propulsion, if the vessel is not a twin screw (i.e. outboard motor).

A3.7 The following information, on the vessel to perform the required services, shall be provided:

- i. Name of Vessel
- ii. Official Number
- iii. Length
- iv. Beam
- v. Maximum Speed
- vi. Cruising Speed
- vii. Endurance
- viii. Name of Vessel's Master
- ix. Name of Alternate Operators
- x. Name of Vessel's Owner

A4. BACK-UP VESSEL

A4.1 In order to guarantee provision of the required services, the contractor shall have arrangements in place for a Back-Up Vessel of at least 9.144 metres, but not more than 12.192 metres in length that can provide fully equivalent service as the Primary Vessel mentioned above. To achieve this requirement, the Back-Up Vessel shall meet the same requirements as the Primary Vessel, including Near Coastal II Certification. The Back-Up Vessel shall be made available within three (3) hours of the Primary Vessel becoming unserviceable. The contractor shall provide the same information on the Back-Up Vessel as required for the Primary Vessel.

A5. VESSEL'S CREW

A5.1 The contractor shall provide the necessary number of crew members, with the appropriate qualifications, as required, to maintain a Near Coastal II certification. In particular, the Vessel Master, and any alternates, shall be in possession of a "Master of Small Craft" Certificate or equivalent. In addition, the Vessel Master, and any alternates, shall have satisfactory blind pilotage and vessel handling ability as well as knowledge of the operational area. Proof of this qualification shall be provided to the Contracting Authority prior to commencement of service and when requested at any time throughout the duration of this contact.

A6. VESSEL MAINTENANCE

A6.1 The contractor shall be responsible for all upkeep maintenance of the vessel and shall provide, at his own expense, all fuel, oil and lubricants necessary for the proper operation of the vessel. The contractor agrees to keep and maintain the boat, engines, gear and equipment in good efficient repair during the period stated herein and agrees to pay for all necessary repairs, renewals and maintenance.

A6.2 Upkeep, maintenance, storage and fueling operations are NOT to be performed on Department of National Defence property, without properly documented approval prior to performance. The contractor is advised that only minimal fueling may be authorized and only under urgent circumstances and with stringent environmental protection measures being imposed. Except in an emergency, DND facilities shall not be available for the pumping, storage or disposal of waste products such as bilge water, black water or waste oil.

A7. BASE OF OPERATION

A7.1 For the purpose of this service, the base of operation shall be at the Ranch Point Jetty located at CFMETR, Nanoose Bay, BC, where the contractor shall be provided with berthing space for the primary vessel. In the event berthing facilities are temporarily unavailable, through no fault of DND, it is the contractor's responsibility to find alternate berthing facilities.

A8. SAFETY

A8.1 Safety of the passengers and vessel is the responsibility of the Vessel's Master. As such, the Master has the authority to cancel a trip due to adverse weather conditions or any other safety related situation. As mentioned above, if the Master decides to cancel a trip, it is his/her responsibility to immediately communicate this to the Duty Commissionaire in the Security Building on Winchelsea Island.

A8.2 As per the Canada Shipping Act, Small Vessel Regulations, before a vessel leaves any place where passengers embark, the person in charge of the vessel shall provide a safety briefing to all passengers, as required. This briefing shall be appropriate to the safety and emergency procedures that are relevant to the type and length of the vessel, including as a minimum, the following:

- a. the location and types of life jackets;
- b. the location of survival craft;
- c. the location and use of personal protection equipment, boat safety equipment and distress equipment;

d. the safety measures to be taken, including those relating to the protection of limbs, the avoidance of ropes and docking lines and the effect of the movement and grouping of passengers on the stability of the vessel; and

e. the prevention of fire and explosion.

A8.3 During this safety briefing, the person in charge shall ensure that the method for putting on each type of life jacket carried on board the vessel has been adequately demonstrated.

A9. SITE REGULATIONS

A9.1 The contractor undertakes and agrees to comply with all CFMETR Standing Orders, Temporary Memorandums or other regulations in force at the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against a loss or damage from any and all causes, including fire.

A10. PERSONAL INJURIES

A10.1 During the period of this contract, it is to be understood and agreed by the parties thereto that Canada will not be liable for claims in respect of death, disease, illness, injury or disability, which might be suffered by the contractor in carrying out the services as defined herein, and the contractor will agree not to make any claims against Canada in respect of any of the foregoing contingencies.

A11. DOCUMENTATION

A11.1 The contractor shall agree to and sign the following documents prior to commencement of ferry services:

- a. Application for Berth at CFMETR; and,
- b. Berthing Waiver and Indemnity.

A12. Detailed Statement of Requirement

Vessel Description Characteristics & Particulars	Remarks
Vessel is seaworthy, capable of safely conducting sustained operations in Sea State 4 with restricted visibility, fog and darkness.	
Vessel is equipped with an engine in good running order and all gear and equipment in good repair.	
Vessel Particulars: Length overall in excess of 9.144 meters (~ 30 feet) but not exceeding 12.192 metres (~ 40 feet)	
Vessel is capable of transporting in reasonable comfort, up to 12 passengers seated in a covered compartment.	
Vessel noise levels produced by the vessel at transit speed of 10-15 knots do not exceed 85 db as measured on the "A" curve at any of the passenger positions.	
Vessel is certified by TCMS as a Near Coastal II passenger-carrying vessel. Proof to be submitted to Contracting Authority prior to commencement of service.	
Contractor can provide Ferry Service during the period from 01 July 2012 until 30 June 2014.	
Vessel is outfitted per Canada Shipping Act. Safety emergency equipment including: GPS, Marine VHF radio, navigation radar, depth sounder, first aid kit, tool box with spares, flashlight, distress cloth, appropriate up-to-date marine charts, AIS transponder registered with Industry Canada, back-up propulsion. Supporting documentation to verify compliance is in effect must accompany the bid.	
Vessel to be fitted and equipped with sufficient mooring lines, fenders, boat hooks and other items necessary for vessel operations.	
Vessel will be manned by appropriately qualified crew: Master shall possess a "Master of Small Craft" Certificate or equivalent. Vessel Master and any alternates possess satisfactory blind pilotage and vessel handling ability and knowledge of the operational area.	
Vessel exterior will not have any visible identifying company names, advertising or graphics other than the official vessel name/numbers on the exterior	

A12.1. The Contractor will deliver the vessel to CFMETR, located at Nanoose Bay, BC, fully fueled and ready for service. The Contractor will provide a minimum of four hours for CFAV personnel to have the opportunity for familiarization with vessel systems,

conduct sea trials, and verify the vessel is in an acceptable, ready-for-sea-service condition.

A12.2 Quality Requirements

The vessel must be compliant with the requirements of the Canada Shipping Act and applicable marine regulations as per Transport Canada Marine Safety Branch (TCMS) requirements appropriate to the vessel size and year-round operation in the Straits of Georgia.

ANNEX B - BASIS OF PAYMENT

(To be completed by the Contracting Authority at the time of Contract Award)

NOTE: *This section is included as a sample only. The actual prices will be inserted here by the Contracting Authority upon Award of Contract. The Bidder should not fill in anything here with the bid submission.*

B1 Contract Price

a)	Known Work For work as stated in Part 6 article 6.1, Specified in Annex "A" and as generally detailed in the attached Financial Presentation Sheet at Annex E2 for a CEILING PRICE of:	<u>\$XXXXXX</u>
b)	GST Estimated at (12%) of Line a) only	<u>\$XXXXXX</u>
c)	Total Ceiling Price GST/HST Included [a + b]: Estimated at :	<u>\$XXXXXX</u>

B2. Minimum Contract Price

The Ceiling Price reflected in the Table in B1 is the maximum price of the contract based on the maximum number of regularly scheduled trips, additional unscheduled trips and stand-by increments over the two-year contract period. The Contract price will be adjusted to reflect the actual numbers at the end of the Charter Period. The minimum Contract Price for the charter service will be based on regularly scheduled trips and zero additional trips and zero stand-by increments, regardless of the actual numbers.

ANNEX C - INSURANCE REQUIREMENTS

C1 Commercial General Liability

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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance 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 The Royal Canadian Mounted Police and Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - g. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - h. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - i. 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.
 - j. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - 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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the contractor for liabilities arising from damages caused by accidental pollution incidents.
3. In addition, the commercial insurance must include the following elements:

-
- (a) 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.
- (b) 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.
- (c) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

Solicitation No. - N° de l'invitation

W0103-126535/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

xlv179

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

W0103-126535

File No. - N° du dossier

XLV-1-34653

CCC No./N° CCC - FMS No/ N° VME

ANNEX "D" - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Provided in a separate document called: **ANNEX_D_SRCL.PDF**

ANNEX E - EVALUATION

E1. Technical Bid

****NOTE **** Bidders are to demonstrate that the vessel and equipment meets all the requirements of the RFP, by providing the supporting documentary evidence.

E1.1 Vessel Details: Bidders must demonstrate that the vessel they are proposing has the required capability. Submissions must demonstrate the ability to perform the work as detailed in the Annex A Statement of Work. Bidders must provide:

- (i) Detailed work history and other relevant details, which clearly indicate that the company meets the capability and experience requirements; and,
- (ii) A list of relevant projects, including a brief description of each project, the responsibility of each of the company principals, the project duration, the dollar value and the client for whom the work was done;

E1.1	Vessel Details	(max possible points = 100) Reasons for Point Rating	Points Scored
100 max	Contractor's proposal includes all items as stated.		
50 max	Contractor's proposal includes most items as stated.		
25 max	Contractor's proposal includes some items as stated		
0	Contractor's proposal does not adequately address items as stated in the specification.		

E1.2 Mandatory Requirements

Points will be awarded based on an evaluation of the information provided by the Bidder concerning the mandatory requirements.

E1.2	Equipment	(max possible points = 100) Reasons for Point Rating	Points Scored
100 points max	Contractor's proposal includes all items as stated.		
50 points max	Contractor's proposal includes most items as stated.		
0	Contractor's proposal does not adequately address items as stated in the specification.		
E1.3	Electronic Equipment	(max possible points = 50) Reasons for Point Rating	Points Scored
50 points max	Contractor's proposal includes all items as stated.		
25 points max	Contractor's proposal includes some items as stated.		

E1.3 Total Points for Evaluation

Section	Description	Points Scored
E1.1	Vessel Details	
E1.2	Equipment	
E1.3	Electronic Equipment	
Total Points for Evaluation (Total Price For Evaluation divided by Total Points For Evaluation equals Total Price Per Point). The actual evaluation points awarded will be determined by PWGSC and DND.		

E2 Financial Bid**E2.1. FINANCIAL BID PRESENTATION SHEET** - For a period of two(2) years.

Price For Evaluation Only (All Taxes Excluded)

Item	Description	Unit	Unit Price	Qty	Extended Price
1.	Firm rate including all Costs:	day	\$_____	729	\$_____
2	Cost of Additional Unscheduled Trips	trip	\$_____	max 3 trips per 2wk billing period	\$_____
3	Cost of Standby Time in excess of 30 minutes.	15-minute increments	\$_____	max 4 intervals per 2wk billing period	\$_____
4	Estimated Total GST/HST Excluded Total to be entered into Line (a) of Table B1				\$_____