

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

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre 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 RISO - TUG/PILOT SERVICES		
Solicitation No. - N° de l'invitation W0103-136562/B		Date 2013-06-20
Client Reference No. - N° de référence du client W0103-136562		Amendment No. - N° modif. 001
File No. - N° de dossier XLV-2-35029 (167)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$XLV-167-6246		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2013-06-04
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-27		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Address Enquiries to: - Adresser toutes questions à: Minckler, Mike		Buyer Id - Id de l'acheteur xlv167
Telephone No. - N° de téléphone (250) 363-0110 ()	FAX No. - N° de FAX (250) 363-3960	
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 **NOT USED** - Security Requirement
- 1.4 Options
- 1.5 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Enquiries - Request for Standing Offer
- 2.4 Applicable Laws
- 2.5 List of Proposed Subcontractors

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions
- 3.2 Tables of Deliverable Requirements

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Mandatory Certifications Required Precedent to Issuance of a Standing Offer
- 5.2 Additional Certifications Precedent to Issuance of a Standing Offer
- 5.3 Federal Contractors Program for Employment Equity - \$200,000 or more
- 5.4 Workers' Compensation Certification - Letter of Good Standing

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- 6.1 **NOT USED** - Security Requirement
- 6.2 **NOT USED** Financial Capability
- 6.3 Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 Offer
- 7.2 **NOT USED** - Security Requirement
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Standing Offer
- 7.5 Authorities
- 7.6 Identified Users
- 7.7 Call-up Procedures
- 7.8 Call-up Instrument
- 7.9 Limitation of Call-ups
- 7.10 Financial Limitation
- 7.11 Priority of Documents
- 7.12 Certifications
- 7.13 Applicable Laws
- 7.14 **NOT USED** - Codes and Standards
- 7.15 Regulatory Requirements

B RESULTING CONTRACT CLAUSES

- 7.16 Statement of Work
- 7.17 Standard Clauses and Conditions
- 7.18 Term of Contract
- 7.19 Payment
- 7.20 Invoicing Instructions
- 7.21 Insurance Requirements

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Insurance Requirements
- Annex D - Evaluation
- Annex E - Usage Reporting

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Insurance Requirements
- Annex D Evaluation
- Annex E Usage Reporting

1.2 Summary:

- (i) This Request For Standing Offer is to provide the services of tugs, as described in Annex A, to the Department of National Defence on an "as and when requested" basis during the period of the Regional Individual Standing Offer (RISO). The period of the Standing Offer will be from date of award for a period of two (2) years, with an option to renew for two (2) additional one-year periods. The basis of payment will be renegotiated prior to the commencement of each optional year.
- (ii) The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Annex 4 and the North

American Free Trade Agreement (NAFTA), Chapter Ten Annex 1001.1b-2 paragraph 1. However, it is subject to the Agreement on Internal Trade (AIT).

- (iii) offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (iv) Annex A provides the Statement of Work covering the Tug Services that are to be covered by any Standing Offer which might result from this Request For Standing Offer. Annex B - provides the Basis of Payment that will apply to resulting Contracts from the Standing Offer. Annex C specifies the insurance required by the Offeror. Annex D - Evaluation is to be completed and returned with the offer. Annex E - Usage Reports details the information required and the format for the Quarterly usage reports required as a condition of the Standing Offer.

1.3 NOT USED - Security Requirement

1.4 Options

- (a) The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer for two (2) one-year (1) periods under the same terms and conditions. The Offeror agrees that, during the extended period of the Standing Offer, 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 Offeror at least five (5) Calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced, for administrative purposes only, through a Standing Offer amendment.

1.5 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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions:

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Condition Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-condition-s-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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services, Competitive Requirements- are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers:

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

2.3 Enquiries - Request for Standing Offers:

All enquiries ***must be submitted in writing*** to the Standing Offer Authority no later than three (3) 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.

2.4 Applicable Laws

-
1. The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in British Columbia.
 2. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.5 List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer 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 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 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (*1* hard copy)

Section III: Certifications Requirements (*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;
- (c) include the certifications as a separate section of the offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

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

3.1.1 Section I: Technical Offer

In their technical offer, Annex D Evaluation Article D1, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Technical Offer should be concise and should include all certifications and other requirements as noted in Parts 3 and 5.

3.1.2 Section II: Financial Offer

Offerors must submit their financial offer by completing the tables contained in Annex D Evaluation. The total amount of Goods and Services Tax or Harmonized Sales Tax, if applicable, must be shown separately.

3.1.3 Section III: Certification Requirements

Offerors must submit the certifications required in accordance with Part 5. If these certifications do not accompany the offer documents at the time of offer submission, they will be requested by the Standing Offer Authority as detailed in Part 7.5.

3.2 Tables of Deliverable Requirements

3.2.1 Mandatory Offer Deliverable Requirements

Notwithstanding deliverable requirements specified anywhere else within this Request For Standing Offer the following are the only mandatory deliverables that must be submitted with the Offer documents at the time of bid closing. The following are mandatory and the Offeror must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
1	Request For Standing Offer document part 1 page 1 completed and signed;	
2	Completed Section I - Technical Offer in accordance with Annex A and Annex D Evaluation article D1.	
3	Completed Section II - Financial Offer, Annex D Evaluation as per <u>3.1.2</u>	

3.2.2 Supporting Offer Deliverable Requirements

If the following information which supports the offer is not submitted with the offer; it will be requested by the Standing Offer Authority, from the Offerors and it shall be provided within 24 hours of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the SOA
1	Changes to Applicable Laws (if any) as per article 2.4		
2	Subcontractor List (if any) as per article 2.5		
3	Insurance letter as per article 2.6		
4	Completed <u>List of Names</u> per article 5.1		
5	Additional Certifications Precedent to Issuance of a Standing Offer as per article 5.2		
6	Offeror's Contacts as per Article 7.5.3		

3.2.3 Supporting Offer Deliverable Requirements

If the following information which supports the offer is not submitted with the offer; it will be requested by the Standing Offer Authority, from the Offerors and it shall be provided within 5 days of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the SOA
1	Proof of Insurance coverage or a letter as per article 6.3.		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request For Standing Offers including compliance with the mandatory certifications, tables of deliverable requirements as detailed in Parts 3 & 5, management and technical/financial evaluation criteria. Any additional information which supports the offer will be requested as required by the Standing Offer Authority as indicated in Part 3.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Offers submitted in response to this Request For Standing Offer (RFSO), must conform with, and satisfy all of the RFSO terms and conditions and stated requirements, including the entire Statement of Work attached as Annex A.

The Technical Offer will be examined by the evaluation team to confirm compliance with the Mandatory Requirements of the Statement of Work. Any offers submitted that do not conform with the Statement of Work. **will automatically be declared non-responsive.** For the reasons stated above, Offerors are cautioned that any explanatory statements or deviations from the Statement of Work. provided with their offers **must not give any indication of non-conformance.**

4.1.2 Financial Evaluation

The prices offered in Annex D2 will be examined by the evaluation team to confirm mathematical accuracy and fair value. The total price for evaluation will be based on the information provided in Annex D.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

5.1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

5.1.1 Code of Conduct and Certifications - Related documentation

5.1.1.1 By submitting an offer, the Offeror certifies, as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

5.2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be submitted with the offer, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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 requirements within that time period will render the offer non-responsive.

5.3 Federal Contractors Program for Employment Equity - \$200,000 or more

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

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.

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

- () 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;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () 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;
- () 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.

Signature

Name

Title

Date

5.4 Workers' Compensation Certification - Letter of Good Standing

It is mandatory that the Offeror has an account in good standing with the Provincial Workers Compensation Board/Commission. Before issuance of a standing offer and within 24 hours of written notification by the Standing Offer Authority the Offeror must submit a certificate or Letter of Good Standing from the applicable Workers Compensation Board/Commission. Failure to provide this information will render the offer non responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 NOT USED - Security Requirement:

6.2 NOT USED: Financial Capability

6.3 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer:

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 NOT USED - Security Requirement

7.3 Standard Clauses and Conditions:

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*:

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

7.3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

The Offeror must provide this data in an Excel spreadsheet format which will be provided to the Offeror electronically by the Standing Offer Authority. All data fields of the report must be completed as requested. 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. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: 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.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

A sample of the format and information required is attached at Annex E - Usage Reporting.

7.4 Term of Standing Offer

7.4.1 Period of Standing Offer:

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to **July 01, 2014**.

7.4.2 Option to extend the 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 negotiated by the Standing Offer Authority at the time of the extension.

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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority:

The Standing Offer Authority is:

Mr. M. Minckler,
Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401-1230 Government Street
Victoria, B.C. V8W 3X4
Telephone: 250-363-3152; Facsimile: 250-363-3960
E-mail: michael.minckler@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Ms. Lynda Lee
Department of National Defence
Procurement Officer
Base Logistics, CFB Esquimalt
PO Box 17000 STN forces, Victoria , BC V9A7N2
Telephone: 250-363-2730
Facsimile: 250-363-5786
E-mail address: Lynda.Lee@forces.gc.ca

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

7.5.3 Offeror's Representatives:

Name and telephone numbers of the persons cleared to receive call-ups from this Standing Offer:

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

7.6 Identified Users:

The The Identified User authorized to make call-ups against the Standing Offer is the Project Authority named in article 7.5.2, or their delegated representative, and, Vessel's Logistics Officer or their delegated representative.

7.7 Call-up Procedures:

An estimate of the cost of performing specific work is required. The Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer as indicated in Annex B.

The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User

7.8 Call-up Instrument:

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or an equivalent electronic document.

7.9 Limitation of Call-ups:

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Goods and Services Tax or Harmonized Sales Tax extra as applicable).

7.10 Financial Limitation:

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$150,000.00** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents:

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

(a) the call up against the Standing Offer, including any annexes;

- (b) the articles of the Standing Offer;
- (c) the General Conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services ;
- (d) the General Conditions 2010C (2013-04-25) -General Conditions - Services (Medium Complexity) as amended herein;;
- (e) Annex A - Statement of Work;
- (f) Annex B - Basis of Payment;
- (g) Annex C - Insurance Requirements; and,
- (h) the Offeror's offer _____ (*insert date of offer*),

7.12 Certifications

7.12.1 Compliance:

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 entire period 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 that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.13 Applicable Laws

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 _____ . (To be completed by the Standing Offer Authority upon issuance of the Standing Offer).

7.14 NOT USED -Codes and Standards

7.15 Regulatory Requirements

The Offerer must:

- (a) Pay all fees, obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.
- (b) Provide the project authority with such information as may be required for issue of acceptance certificates. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canada.

7B. RESULTING CONTRACT CLAUSES

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

7.16 Statement of Work :

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.17 Standard Clauses and Conditions**7.17.1 General Conditions**

2010C, 2013-04-25 , General Conditions - Services (Medium Complexity) apply to and form part of the Contract .

7.18 Term of Contract**7.18.1 Period of the Contract**

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

7.19 Payment**7.19.1 Basis of Payment - Firm Price or Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price indicated in the Call-up Document, based on the prices as indicated in the attached Annex B, Basis of Payment. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.19.2 Limitation of Price

SACC Manual Clause C6000C Limitation of Price 2011-05-16

7.19.3 Method of Payment

SACC Manual Clause H1001C Multiple Payments 2008-05-12

7.20 Invoicing Instructions

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

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence Base Logistic Officer CFB Esquimalt
Station Forces PO Box 17,000
Victoria, B.C. V9A 7N2
CANADA

Attention: Darcie Rolph, W0103

One (1) copy must be forwarded to:

Public Works and Government Services Canada
Pacific Region, Acquisitions Marine
401-1230 Government Street
Victoria, BC V8W 3X4
Attention: M. Minckler,

7.21 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 does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

W0103-136562/B

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

W0103-136562

Amd. No. - N° de la modif.

001

File No. - N° du dossier

XLV-2-35029

Buyer ID - Id de l'acheteur

xlvl67

CCC No./N° CCC - FMS No/ N° VME

ANNEX A - STATEMENT OF WORK

Department of National Defence Supply Tug services

Spec: DND-TP-01

Issued:

Rev: 5

STATEMENT OF WORK TUG BOAT SERVICES

A.1 SCOPE

A1.1 This statement of work defines the scope of work to provide tug boat services to IROQUOIS, HALIFAX, Auxiliary Oil Replenishment (AOR), KINGSTON, and miscellaneous classes of naval vessels assigned to Maritime Forces Pacific and on an occasional basis, those vessels and support staff assigned to DND, when deployed within the geographical areas described below. Services are to be provided on an as-and-when-required basis.

A.2 REQUIREMENT

A.2.1. The contractor will provide pilot and tug boat support services as specified below for the period of two (2) years, with the possibility of extension for an additional 2 one-year periods. The requirement is to provide those services to support deployed naval vessels assigned to DND deployed within the specified geographical area, on an as-and-when-required basis. Services may be requested in various berths throughout the specified geographical area.

A.2.2 The geographical areas for the standing offer(s) are described below. Bidders may bid for one or both areas.

A.2.2.1 City of Vancouver

Defined as berths within all adjoining bodies of water surrounding the city including the main berths of Canada Place, Main St and North Vancouver.

A.2.2.2 Port of Prince Rupert.

A.3.0 ESTIMATE NUMBER OF PORTS VISITS PER GEOGRAPHICAL AREAS

<u>Year</u>	<u>Estimated # of Port Visits to Vancouver</u>	<u>Estimated # of Port Visits to Prince Rupert</u>
1	8	2
Option 1	7	3
Option 2	8	3

*excludes port visits which do not require tug support (i.e. ORCA class).

A.4.0 SERVICES

A.4.1 PORT OF VANCOUVER

A.4.1.1 Tug Boat Services

Table 4.1.1:

A. Between Lion Bridges and Second Narrow Bridge / First Lions Bridge Transit services	
Item	Description
1A	Assist in/out or at berth
2A	Assist from one berth to another berth
3A	Transit services with assist in and out
4A	Transit services without assist in and out
5A	Turning in harbour, maneuvering, re-anchor.
6A	Emergency Services

A.4.1.2 Berthing information for the Vancouver area will be provided by a DND representative which will include the allocations of berthing assignments and any charts, sounding and tidal ranges relating to the assigned berth, if required.

A.4.2 PORT OF PRINCE RUPERT

A.4.2.1 Tug Boat Services

Table 4.2.1

C. Prince Rupert	
Item	Description
1D	Assist in/out or at berth, From /to sea
2D	Emergency Services

4.2.2 Berthing information will be provided by the Logistics Officer on board the ship. Information will include allocations of berthing assignments and any charts, sounding and tidal ranges relating to the assigned berth, if required.

A.5 TUG CAPACITY

A.5.1 General

A.5.1.1 The minimum tug capability requirement is a 20 ton bollard pull per tug. The requirement for one or two tugs and/or tugs with a greater bollard pull will be dependent upon the class of vessel and the prevailing weather conditions.

A.6 TUG OPTIONS

Options	Bollard Pull requirement	Quantity
T1	Min. 20 to Max. 30 Tons	1
T2	Min. 20 to Max. 30 Tons	2
T3	Min. 30 to Max. 50 Tons	1
T4	Min. 30 to Max. 50 Tons	2
T5	Min. 50 to Max. 65 Tons	1
T6	Min. 50 to Max. 65 Tons	2

A.7 INFORMATION

A.7.1 All personnel who deal directly with the ship shall be able to discuss technical aspects of naval vessel requirements and services available in port.

A.7.2. Call-ups Against the Resulting Standing Offer(s) will be placed by the visiting ship's Logistics Officer, or delegate. DND will liaise with the Contractor to identify no later than four (4) working days prior to anticipated arrival in port the exact nature of the requirements and the specific berth.

A.7.3 The SO Holder's tug shall meet the vessel(s) upon arrival as requested.

A.7.4 Invoices for all services provided are to be submitted to the ship's Logistics Officer or designated representative prior to the 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 ship's Logistics Officer or designated representative, the invoice shall be provided within 48 hours of departing the port.

A.7.5 The Contractor will keep the ship's Logistics Officer or designated representative 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 shall be reported.

A.8 VESSEL PER CLASS INFORMATION

A.8.1 (CL1) IROQUOIS class:

Displacement: 5,100 t (5,100.0 t)
 Length: 129.8 m (425.9 ft)
 Beam: 15.2 m (49.9 ft)
 Draught: 4.7 m (15.4 ft)
 Speed: 29 kn (54 km/h; 33 mph)
 Complement: 280

A.8.2 (CL2) HALIFAX Class:

Displacement: 4,770 t (4,770.0 t)
 Length: 134.1 m (439.96 ft)
 Beam: 16.4 m (53.81 ft)
 Draught: 4.9 m (16.08 ft)
 Speed: 29 kn (54 km/h; 33 mph)
 Complement: 225

A.8.3 (CL3) AOR Class:

Displacement: 8,380 t (8,248 long tons) standard: 24,700 t (24,310 long tons) full load
 Length: 172 m (564 ft 4 in)
 Beam: 23 m (75 ft 6 in)
 Draught: 10.1 m (32 ft 10 in)
 Speed: 20kn (37 km/h; 23 mph)
 Complement: 365

A.8.4 (CL4) KINGSTON Class:

Displacement: 970 t (970.0 t)
 Length: 55.3 m (181.43 ft)
 Beam: 11.3 m (37.07 ft)
 Draught: 3.4 m (11.15 ft)
 Speed: 15 kn (27.78 km/h)
 Complement: 37

8.5 Information ofr other classes will be provided if required.

ANNEX B - BASIS OF PAYMENT

(To be completed by the Standing Offer Authority at time of Standing Offer Award)

NOTE: This section is included as a sample only. The actual prices will be inserted here by the Standing Offer Authority upon Standing Offer Award. The Offeror should not fill anything in here at the time of making the offer.

The firm offer for the period _____

B0. The following rates and prices are Canadian currency and all applicable duties and taxes are included except for the Goods and Services Tax (GST) which is extra; and, British Columbia sales tax which is not included. The rates and prices include all labour, overhead, fringe benefits, direct and indirect costs, general administration fees and profit. The following are all-inclusive firm hourly rates for time expended in carrying out the work and/or for time expended

B1. Pricing Data Sheet for Standing Offer for two years from date of issuance to 30 June 2015.

Table 1: Port of Vancouver:

A. TUG Services charge out rate (Per Tug), If same tug class and 2 tugs are required, tug rate will be multiplied X2. Hourly charge rate for all services shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement.				
Between Lion Narrows and second narrow bridge / Lion Narrows Bridge Transit services		Tug bollard pull charge out rate per hrs per tug		
Item	Description	20 to 30 Tons	30 to 50 tons	50 to 65 tons
1A	Assist in/out or at berth			
2A	Assist from one berth to another berth			
3A	Transit services through Lions/First Narrows bridge (with assist in and out)			
4A	Tugs services through Lions/First Narrows bridge (without assist in and out)			
5A	Tugs services through Lions/First Narrows bridge (without assist in and out) or Turning in harbour, maneuvering, re-anchor.			
6A	Emergency Services			

Table 2: Port of Prince Rupert:

A. TUG Services charge out rate per tug, Hourly charge rate for all services shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement.				
Tug bollard pull charge out rate per hrs per tug				
Item	Description	20 to 30 Tons	30 to 50 tons	50 to 65 tons
1D	Assist in/out or at berth, From /to sea Prince Rupert			
2D	Emergency Services			

B2. Pricing for Standing Offer of next two OPTION one year periods will be negotiated before the end of current Standing Offer.

ANNEX C - INSURANCE REQUIREMENTS

- C1** The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible to decide if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 forward to the Standing Offer Authority, within ten (10) days after the issuance of the Standing Offer, 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 Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

C2 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 \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Fisheries and Oceans 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) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

-
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (j) 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.
- (k) Owners' or Contractors' Protective Liability. This covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

send to:

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

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

ANNEX D - EVALUATION

- D1. Prices for all services shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses. Tug services are to be charged on an hourly rate.
- D2. The Contractor will be required to provide the above services and prices for a period of two (2) years, with the possibility of extension for an additional 2 one-year periods.
- D3. Evaluation: Bids will be evaluated on the basis of the total of all 4 years (2 + 2 options) and the estimated number of regular port visits per year to each geographic area, on the basis of each port visit requiring 4 hours of tug service, PLUS one emergency tug assistance requiring 2 hours of tug service.

Solicitation No. - N° de l'invitation
W0103-136562/B
Client Ref. No. - N° de réf. du client
W0103-136562

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-2-35029

Buyer ID - Id de l'acheteur
xlvl67
CCC No./N° CCC - FMS No/ N° VME

D4 For the two year period from the date of signing to June 30, 2015.

Port of VANCOUVER
Table V.1: (two) 2 Year (Tug) X hours X port visits)

Evaluation					
No:	Tug Hrs rate		Hrs	Event	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	4	1	\$
9	\$	x	4	1	\$
10	\$	x	4	1	\$
11	\$	x	2	1	\$
Total Table V1 (total Item 1 to 11)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class(per A.8)	Tug Per A.6
1	1A	CL4	T1
2	1A	CL5	T2
3	1A	CL5	T4
4	1A	CL5	T6
5	1A	CL3	T1
6	1A	CL3	T3
7	1A	CL3	T5
8	1A	CL1	T2
9	1A	CL1	T4
10	1A	CL1	T6
11	6A	CL1	N/A

Solicitation No. - N° de l'invitation
W0103-136562/B
Client Ref. No. - N° de réf. du client
W0103-136562

Amd. No. - N° de la modif.
001
File No. - N° du dossier
XLV-2-35029

Buyer ID - Id de l'acheteur
xlv167
CCC No./N° CCC - FMS No/ N° VME

**D5 For the First One-Year Extension (if exercised) period of the Standing Offer
(1 July 2015 to 30 June 2016)**

Port of VANCOUVER

Table V.2: Option Year 1 (Tug) X hours X port visits)

Evaluation					
No :	Tug Hrs rate		Hrs	Eve nt	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	2	1	\$
Total Table V.2 total Item 1 to 8)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class (per A.8)	Tug Per A.6
1	1A	CL4	T2
2	1A	CL5	T1
3	1A	CL5	T3
4	1A	CL5	T5
5	1A	CL2	T2
6	1A	CL2	T4
7	1A	CL2	T6
8	6A	CL3	T1

D6 For the Second One-Year Extension (if exercised) period of the Standing Offer (1 July 2016 to 30 June 2017)

Port of VANCOUVER

Table V.3: Option Year 2 (Tug) X hours X port visits

Evaluation					
No :	Tug Hrs rate		Hr s	Event	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	4	1	\$
9	\$	x	4	1	\$
10	\$	x	2	1	\$
Total Table V3 (total Item 1 to 10)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class (per A.8)	Tug Per A.6
1	1A	CL3	T2
2	1A	CL3	T4
3	1A	CL3	T6
4	1A	CL2	T1
5	1A	CL2	T3
6	1A	CL2	T5
7	1A	CL1	T1
8	1A	CL1	T3
9	1A	CL1	T5
10	6A	CL2	T2

VANCOUVER: Total Price for Purposes of Evaluation =

Table V.1 + Table V.2 + Table V.3= Total evaluated price = \$ _____

D7 For the two year period from the date of signing to 30 June 2015

Port of Prince Rupert

Table PR.1: Two Year period (Tug) X hours X port visits

Evaluation					
No :	Tug Hrs rate		Hr s	Event	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	4	1	\$
9	\$	x	4	1	\$
10	\$	x	4	1	\$
11	\$	x	4	1	\$
Total Table PR1 (Item 1 to 11)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class (per A.8)	Tug Per A.6
1	1D	CL4	T1
2	1D	CL5	T2
3	1D	CL5	T4
4	1D	CL5	T6
5	1D	CL3	T1
6	1D	CL3	T3
7	1D	CL3	T5
8	1D	CL1	T2
9	1D	CL1	T4
10	1D	CL1	T6
11	2D	CL1	T2

D8 For the First One-Year Extension (if exercised) period of the Standing Offer
(1 July 2015 to 30 June 2016)

Port of Prince Rupert

Table PR.2: Option Year 1 (Tug) X hours X port visits

Evaluation					
No:	Tug Hrs rate		Hrs	Event	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	4	1	\$
Total Table PR2 (Item 1 to 8)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class (per A.8)	Tug Per A.6
1	1D	CL4	T2
2	1D	CL5	T1
3	1D	CL5	T3
4	1D	CL5	T5
5	1D	CL2	T2
6	1D	CL2	T4
7	1D	CL2	T6
8	2D	CL3	T1

D9 For the Second One-Year Extension (if exercised) period of the Standing Offer
(1 July 2016 to 30 June 2017)

Port of Prince Rupert

Table PR.3: Option Year 2 (Tug) X hours X port visits

Evaluation					
No:	Tug Hrs rate		Hr s	Ev ent	Total
1	\$	x	4	1	\$
2	\$	x	4	1	\$
3	\$	x	4	1	\$
4	\$	x	4	1	\$
5	\$	x	4	1	\$
6	\$	x	4	1	\$
7	\$	x	4	1	\$
8	\$	x	4	1	\$
9	\$	x	4	1	\$
10	\$	x	4	1	\$
Total Table PR3 (Item 1 to 10)					\$

Conditions to Evaluation			
Number reference as above table	Tug Boat Services (A4.1.1)	Vessel class (per A.8)	Tug Per A.6
1	1D	CL4	T2
2	1D	CL5	T4
3	1D	CL5	T6
4	1D	CL5	T1
5	1D	CL3	T3
6	1D	CL3	T5
7	1D	CL3	T1

8	1D	CL1	T3
9	1D	CL1	T5
10	2D	CL1	T2

PRINCE RUPERT: Total Price for Purposes of Evaluation =

Table PR.1 + Table PR.2 + Table PR.= Total evaluated price = \$ _____

D10.1 Payment for Labour Hours

The Offeror will be paid for work, as authorized by Canada, calculated in the following manner:

"Number of hours (to be negotiated) multiplied by the Offeror's firm hourly *Charge-out Labour Rates* as indicated in Table D1 to D9, which include *Overhead* and profit, plus Goods and Services Tax or Harmonized Sales Tax as applicable. The firm hourly *Charge-out Labour Rates* will remain firm for the period of the Standing Offer as indicated at D1.

D10.2 Notwithstanding definitions or useage elsewhere in this document, or in the Offeror's Cost Management System, when negotiating *Hours* for work, Canada will consider only those hours of labour directly involved in the production of the subject work package. Elements of *Related Labour Costs* identified in D1.3, will not be negotiated, but will be compensated for in accordance with D1.1.

D10.3 Allowance for *Related Labour Costs* such as: Management, Direct Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Inspecting and Reporting, and Estimating will be included as *Overhead* for the purposes of determining the *Charge-out Labour Rates* set out in Table D1.

D10.4 It is estimated that there may be 10 call-ups during this period under any Standing Offer resulting from this RFSO.

D11. PRICING DATA SHEET (for Two Year period)**Table 1. Port of Vancouver**

A. TUG Services charge out rate (Per Tug), If same tug class and 2 tugs are required, tug rate will be multiplied X2. Hourly charge rate for all services shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement.				
Between Lion Narrow and second narrow bridge / Lion Narrows Bridge Transit services		Tug bollard pull charge out rate per hrs per tug		
Item	Description	20 to 30 Tons	30 to 50 tons	50 to 65 tons
1A	Assist in/out or at berth			
2A	Assist from one berth to another berth			
3A	Transit services through Lions/First Narrows bridge (with assist in and out)			
4A	Tugs services through Lions/First Narrows bridge (without assist in and out)			
5A	Tugs services through Lions/First Narrows bridge (without assist in and out) or Turning in harbour, maneuvering, re-anchor.			
6A	Emergency Services			
.				

Table 2. Port of Prince Rupert

A. TUG Services charge out rate per tug, Hourly charge rate for all services shall be inclusive of all necessary equipment, licensed operators, all liability insurance as required by local law, holiday and overtime costs, customs clearances, fuel and operating expenses, and any applicable taxes per international agreement.				
Tug bollard pull charge out rate per hrs per tug				
Item	Description	20 to 30 Tons	30 to 50 tons	50 to 65 tons
1D	Assist in/out or at berth, From /to sea Prince Rupert			

