

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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
Ship Refits and Conversions / Radoubss et
modifications de navires and / et
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet TOW OF IROQUOIS CLASS VESSEL	
Solicitation No. - N° de l'invitation W8482-134021/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client W8482-134021	Date 2012-11-22
GETS Reference No. - N° de référence de SEAG PW-\$\$\$MD-007-23331	
File No. - N° de dossier 007md.W8482-134021	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-28	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wood, Kelly	Buyer Id - Id de l'acheteur 007md
Telephone No. - N° de téléphone (819) 956-0654 ()	FAX No. - N° de FAX (819) 956-0897
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

ANNEX C

INSURANCE REQUIREMENTS

Delete:

C.2 Marine Hull Insurance

1. The Contractor must obtain Hull & Machinery insurance covering the watercraft, its equipment and appurtenances, and maintain it in force for the duration of the contract for an amount of not less than the agreed value of the watercraft as described below. Coverage must conform to the American Institute Hull Clauses (June 2, 1977) or an agreed equivalent.

(1) One HMCS Iroquois Class Vessel - HMCS Athabaskan.

VALUE TO BE INSURED - not less than \$10,000,000.00 per accident or occurrence and \$20,000,000.00 in the annual aggregate.

Watercraft Agreed Value

2. The policy must include the following endorsements:
 - (a) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft, however caused.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Insert:

C.2 Marine Tower's Liability Insurance

The Contractor must obtain Marine Tower's 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 \$10,000,000 per accident or occurrence and \$20,000,000 in the annual aggregate.

The Marine Tower's 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(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) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

BIDDERS QUESTIONS & ANSWERS

QUESTION 1

The tender documents indicate that the vessel will be signed over to the contractor and to be insured by the contractor. It is our understanding that care and custody clause is not a standard clause for towing services to HMCS vessels, unless the tow it is part of a repair contract or demolition contract. Including this in the contract would be restrictive allowing companies with only intimate knowledge of vessel condition to bid. Are you able to provide such information to the bidders?

ANSWER 1

The towing contract will be a stand-alone contract and the contractor will have the care and custody of the vessel. The vessel's stability, the tank's condition as well as the overall condition of the vessel will be assessed at the "Ready to Tow" Certification period. Canada is not to the opinion that assumption of the vessel's care and custody by the contractor will limit tendering to bidders who have intimate knowledge of the vessel.

QUESTION 2

Please confirm the GRT of the tow.

ANSWER 2

5641.5 Long Tonnes

QUESTION 3

- a) Has the tow already been Pre-Cleared through the Seaway?
- b) If so, will the invoices for the Seaway Tolls for the Athabaskan be issued directly to Canada?

ANSWER 3

- a) The vessel has not been pre-cleared and bidders must include it in its price.
- b) Answer to Follow

QUESTION 4

In order for us to receive an accurate quotation on the insurance costs, please confirm the value for Hull & Machinery and for P&I. Is it \$20,000,000.00 for H&M and \$10,000,000.00 for P&I. The reference to \$10,000,000.00 per accident or occurrence and \$20,000,000.00 in the annual aggregate is confusing.

ANSWER 4

See Revised Annex C2 - Marine Tower's Liability Insurance.

What the statement means is that the coverage limit will be at least \$10M for each and every loss. The rest of the statement is that the insurer will pay, at the very least, up to \$20M for all of the combined occurrence during that term.

QUESTION 5

Please confirm when the "Stand by Rate" would apply for this tow?

ANSWER 5

Should Canada delay the vessel's departure or arrival while tugs will be alongside HMCS Athabaskan, the contractor will be compensated for, by using the "standby hourly rates per tug" extended by the total amount of standby hours.

QUESTION 6

Can our bid be submitted electronically? We see there is a note on the cover page that we can fax in our tender. Would you prefer if the document was hand delivered?

ANSWER 6

No your bid can't be electronically sent.

Your bid needs to be received by Open Bidding.

The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776.

As Per Clause 2.1 see the 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements.

QUESTION 7

Do we need to include the cost for the tow survey or will you be contracting BMT / Salvage directly?

ANSWER 7

The tow survey cost must be included into the bid price.

QUESTION 8

Do we know what kind of sailing restrictions will be placed on the tow?

ANSWER 8

It is the bidder's responsibility to ensure that he covers for any and all sailing condition/restriction and that any related cost is included in its bid price.

QUESTION 9

I believe the particulars listed in section 4.0 might be general specifications. What will draft fwd, draft aft and total displacement be at time of departure?

ANSWER 9

The followings are the estimated vessel conditions at time of towing:

Fwd Draft - 15.6 m

Aft Draft - 16.6 m

Mean Draft - 16.2 m

Displacement - 4825 tons

QUESTION 10

Who is responsible for locking the tailshaft(s)?

ANSWER 10

Canada

QUESTION 11

Do rudder(s) need to be locked for Warranty Surveyors?

ANSWER 11

Should the rudder require to be locked following pre-tow survey it will be done by Canada.

QUESTION 12

Who will prepare the E/R for tow, closing of seabay valves and O/B valves?

ANSWER 12

Canada

QUESTION 13

Will the vessel have power for it's own Nav lights or should we provide portable lights?

ANSWER 13

The bidder must include in its bid price all the following navigation lights associated costs without being limited to temporary electrical power supply, installation, maintenance and removal.

QUESTION 14

Will a single point tow-pad be provided? If not, we need to inspect the vessel to determine bridle requirements.

ANSWER 14

No. The vessel is available for inspection to determine towing requirements.

QUESTION 15

We will require a G/A and/or mooring plan to determine what deck appliances are available for seaway lines. We also need to see if an adequate number of closed chocks are available.

ANSWER 15

Please refer to General Arrangement dwg. (attached)

QUESTION 16

Will power be available for anchor windlass operation? Anchor deployment and recovery will have to be demonstrated during the Seaway Inspection.

ANSWER 16

The tow will have no power and therefore the windlass and capstans will not be operational. Should it be required at the Seaway Inspection, a demonstration of the anchor deployment and recovery could be performed by Canada prior to the ship being shut down for the tow. While being towed, the anchor could be let go but will not be recoverable until power would be restored. DND personnel accompanying the tug crew could let go the anchor and eventually restore the power to have the anchor brought home.

QUESTION 17

Will the riding crew have access to vessel accommodations from Cape Vincent to Montreal?

ANSWER 17

The vessel will not have any power or hotel services during the period of the tow, so the riding crew will not have access to accommodations.

QUESTION 18

Do you have the hydrostatic particulars of the ship?

ANSWER 18

Please see attached file.

QUESTION 19

The tender document states that hard copies of the bid are required. Will you accept electronic copies as well?

ANSWER 19

See Answer 6

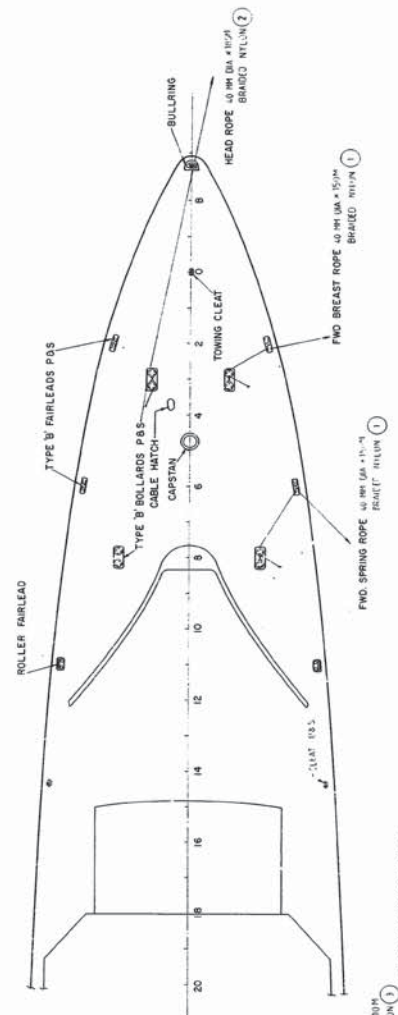
QUESTION 20

We are looking for clarification as to what directors you are looking for.

ANSWER 20

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names.

If the bidder incorporated, it is a requirement under the incorporations act to have at least one person identified as a director of the company. If the bidder is a joint venture, and if the firms are bidding as part of a joint venture and are incorporated, then they must supply the names of the directors for each of the firm listed in the joint venture.

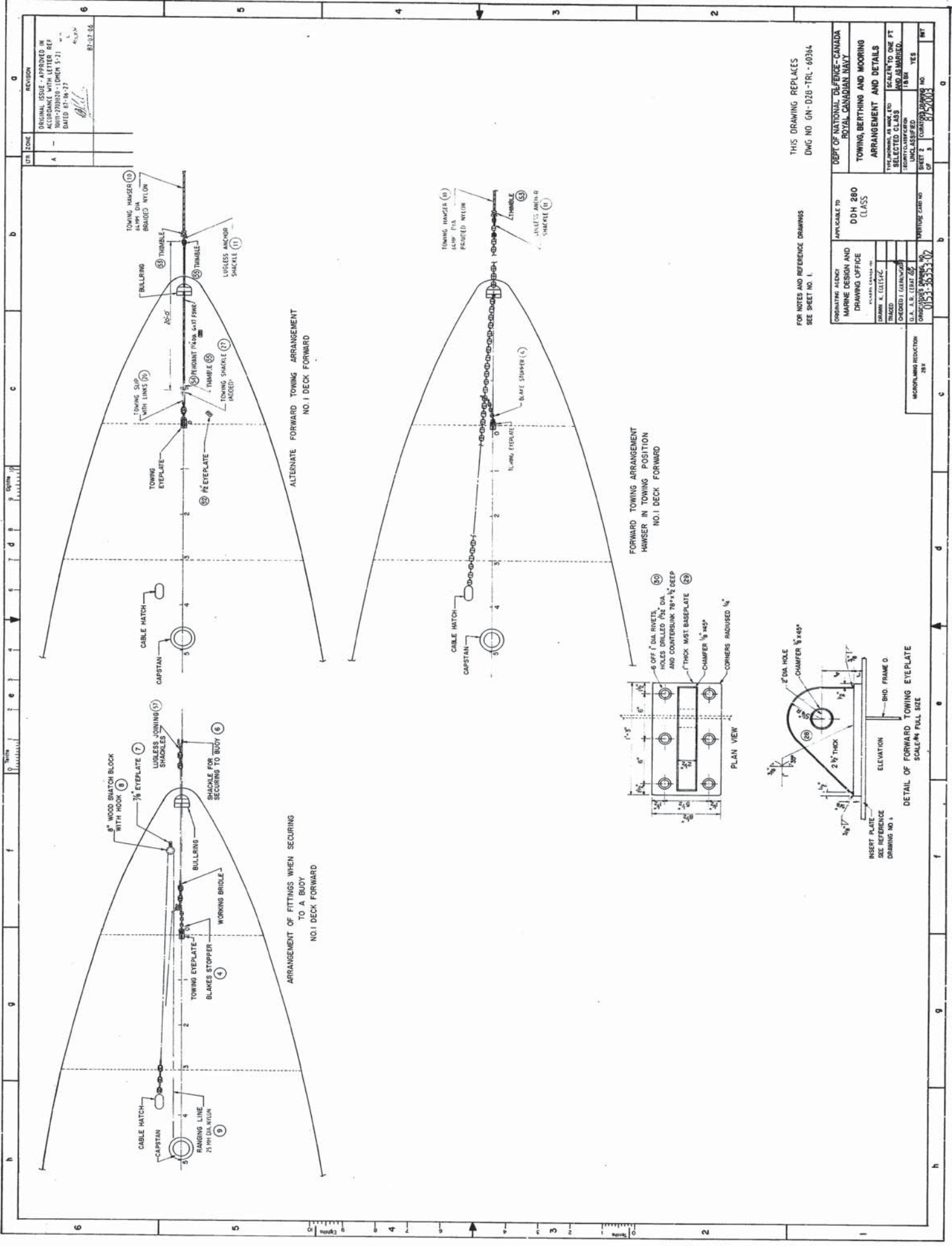


- LIST OF ADDITIONAL EQUIPMENT
- 1 OFF - LIGHT MESSENGER LINE
 - 1 OFF - HEAVY MESSENGER LINE
 - 3 OFF - ANCHOR BUOY ROPES
 - 2 OFF - BOAT ROPES
 - 2 OFF - HOOK ROPES
 - 1 OFF - PICKING-UP ROPE
 - 8 OFF - HEAVING LINES

LIST OF REFERENCE DRAWINGS			DRAWING NUMBER
NO	TITLE		
1	GENERAL ARRANGEMENT DOS. 2.3 AND MEZZANINE DECKS		GN-2800-H-02-25002-01
2	GENERAL ARRANGEMENT DOS. 1.01.02 AND O3 DECKS		GN-2800-H-02-25002-01
3	BOLLARDS AND BULKHEADS, ARRANGEMENT		MS3271
4	LATCHES AND CABLE ARRANGEMENT		MS3270
5	PAINTING, SHEET		MS3259
6	PILING, HULL DECK		GN-Qin-H-00352
7	TOPPLINGS, LIFTING 151' OF		GN-Qin-H-00351-01
8			MS3261
9			
10			

[illegible]

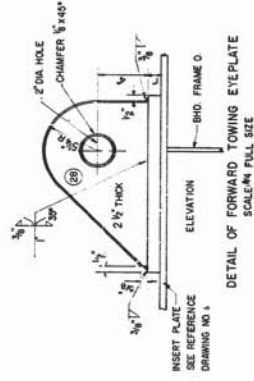
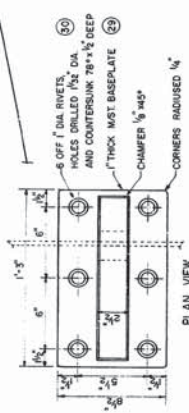
THIS DRAWING REPLACES
DWG NO GN-D20-TRL-60364



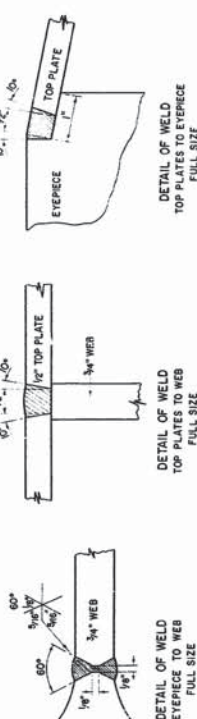
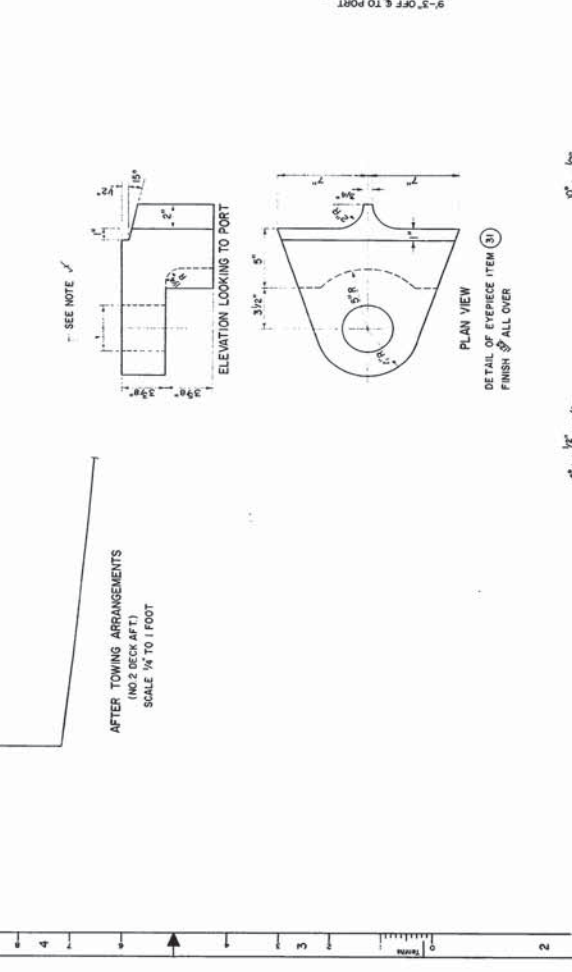
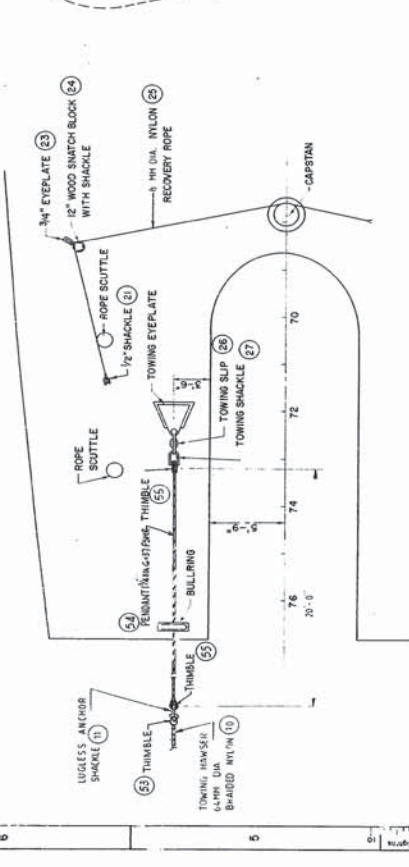
FOR NOTES AND REFERENCE DRAWINGS
SEE SHEET NO. 1

THIS DRAWING REPLACES
DWG NO GN-D28-TRL-60364

ORGANIZATIONAL AGENCY MARINE DESIGN AND DRAWING OFFICE		APPLICABLE TO DDH 280 (CLASS)	
DRAWN BY: (11/11/77) CHECKED BY: (11/11/77) U.S.A.S. (EAT 28)		DEPT OF NATIONAL DEFENCE-CANADA ROYAL CANADIAN NAVY	
TITLED TOWING ARRANGEMENT AND DETAILS		TOWING BERTHING AND MOORING ARRANGEMENT AND DETAILS	
THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION		THIS DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION	
SHEET 2 OF 3		SHEET 2 OF 3	
DRAWING NO. 0155-38553-02		DRAWING NO. 0155-38553-02	

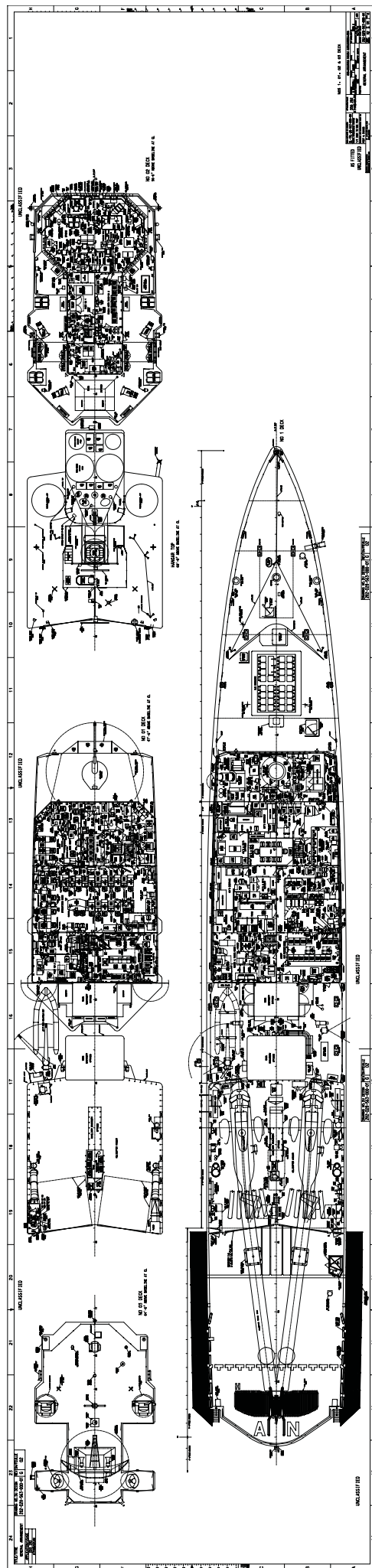


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DETAIL OF AFTER TOWING EYEPLATE
SCALE 1/4 FULL SIZE

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15.3 Table of Hydrostatic Data

Table 15.1 presents hydrostatic data for the ship at level trim. Table 15.2 and 15.3 present hydrostatic data for the ship with a stern trim of 2 ft and a bow trim of 2 ft.

Table 15-1: Table of Hydrostatics – Level Trim

Draft @ LCF	Displacement	VCB (ft)	KMT (ft)	LCB (ft)	LCF (ft)	TPI (LT)	MCT 1 in (ft-LT/in)
13' 9	3,854.43	8.30	25.87	-7.63	-24.78	35.40	803.75
14' 0	3,961.00	8.45	25.70	-8.10	-25.27	35.64	817.92
14' 3	4,068.19	8.60	25.53	-8.55	-25.50	35.82	828.36
14' 6	4,175.88	8.75	25.37	-8.99	-25.62	35.98	837.28
14' 9	4,284.03	8.89	25.22	-9.41	-25.72	36.13	845.81
15' 0	4,392.63	9.04	25.08	-9.82	-25.78	36.27	853.76
15' 3	4,501.65	9.19	24.95	-10.20	-25.83	36.41	861.55
15' 6	4,611.08	9.33	24.83	-10.57	-25.85	36.55	868.96
15' 9	4,720.90	9.48	24.72	-10.93	-25.84	36.67	875.95
16' 0	4,831.06	9.62	24.59	-11.27	-25.80	36.78	882.45
16' 1	4,867.86	9.67	24.55	-11.38	-25.78	36.82	884.59
16' 2	4,904.69	9.72	24.51	-11.49	-25.77	36.85	886.74
16' 3	4,941.56	9.77	24.47	-11.59	-25.75	36.89	888.89
16' 4	4,978.46	9.82	24.44	-11.70	-25.73	36.93	891.03
16' 5	5,015.41	9.86	24.40	-11.80	-25.71	36.96	893.18
16' 6	5,052.38	9.91	24.37	-11.90	-25.70	37.00	895.34
16' 7	5,089.40	9.96	24.33	-12.00	-25.68	37.03	897.49
16' 8	5,126.45	10.01	24.30	-12.10	-25.67	37.07	899.51
16' 9	5,163.53	10.06	24.27	-12.20	-25.65	37.10	901.67
17' 0	5,274.98	10.20	24.18	-12.48	-25.53	37.20	907.13
17' 3	5,386.72	10.34	24.11	-12.75	-25.41	37.29	912.60
17' 6	5,498.73	10.48	24.04	-13.01	-25.26	37.38	917.62
17' 9	5,610.98	10.63	23.97	-13.25	-25.07	37.45	921.90
18' 0	5,723.46	10.77	23.90	-13.48	-24.91	37.53	926.81
18' 3	5,836.15	10.91	23.83	-13.70	-24.62	37.58	929.56
18' 6	5,949.01	11.05	23.77	-13.91	-24.39	37.64	933.41
18' 9	6,062.05	11.19	23.72	-14.10	-24.17	37.71	937.28
19' 0	6,175.29	11.33	23.68	-14.28	-23.94	37.77	941.14
19' 3	6,288.73	11.47	23.64	-14.45	-23.71	37.83	945.01
19' 6	6,402.35	11.61	23.61	-14.62	-23.49	37.90	948.79
19' 9	6,516.15	11.75	23.58	-14.77	-23.25	37.96	952.58
20' 0	6,630.15	11.89	23.55	-14.92	-23.15	38.05	958.93

Table 15-2: Table of Hydrostatics – Trim by the Stern (2 ft)

Draft @ LCF	Displacement	VCB (ft)	KMT (ft)	LCB (ft)	LCF (ft)	TPI (LT)	MCT 1 in (ft-LT/in)
13' 9	3,852.12	8.31	26.03	-12.63	-27.18	35.58	814.36
14' 0	3,958.98	8.46	25.85	-13.02	-27.25	35.73	822.72
14' 3	4,066.32	8.61	25.67	-13.40	-27.28	35.88	830.56
14' 6	4,174.09	8.76	25.50	-13.75	-27.32	36.02	838.26
14' 9	4,282.35	8.90	25.33	-14.10	-27.34	36.15	845.51
15' 0	4,391.06	9.05	25.18	-14.43	-27.33	36.28	852.37
15' 3	4,500.18	9.20	25.03	-14.74	-27.29	36.40	858.90
15' 6	4,609.68	9.34	24.89	-15.03	-27.23	36.52	865.37
15' 9	4,719.54	9.49	24.76	-15.32	-27.17	36.63	871.81
16' 0	4,829.87	9.63	24.63	-15.59	-27.08	36.73	877.70
16' 1	4,866.71	9.68	24.59	-15.67	-27.04	36.77	879.50
16' 2	4,903.58	9.73	24.56	-15.76	-26.99	36.80	881.29
16' 3	4,940.48	9.78	24.52	-15.84	-26.95	36.83	883.09
16' 4	4,977.41	9.83	24.48	-15.93	-26.91	36.86	884.88
16' 5	5,014.23	9.87	24.45	-16.01	-26.88	36.89	886.66
16' 6	5,051.22	9.92	24.41	-16.09	-26.84	36.92	888.44
16' 7	5,088.26	9.97	24.38	-16.16	-26.79	36.95	890.06
16' 8	5,125.37	10.02	24.35	-16.24	-26.73	36.98	891.45
16' 9	5,162.49	10.06	24.31	-16.32	-26.67	37.01	892.95
17' 0	5,273.97	10.21	24.22	-16.53	-26.52	37.09	897.69
17' 3	5,385.72	10.35	24.13	-16.74	-26.35	37.17	902.45
17' 6	5,498.03	10.49	24.05	-16.93	-26.03	37.22	904.77
17' 9	5,610.32	10.64	23.97	-17.11	-25.80	37.28	908.60
18' 0	5,722.79	10.78	23.90	-17.28	-25.57	37.35	912.36
18' 3	5,835.46	10.92	23.84	-17.44	-25.34	37.41	916.23
18' 6	5,948.31	11.06	23.78	-17.59	-25.12	37.47	920.05
18' 9	6,061.35	11.20	23.73	-17.73	-24.90	37.54	923.90
19' 0	6,174.53	11.34	23.68	-17.86	-24.66	37.60	927.57
19' 3	6,287.74	11.48	23.64	-17.98	-24.58	37.69	933.99
19' 6	6,401.41	11.62	23.60	-18.09	-24.37	37.76	938.19
19' 9	6,515.24	11.76	23.57	-18.20	-24.16	37.82	942.48
20' 0	6,629.26	11.90	23.54	-18.30	-23.95	37.89	946.83

Table 15-3: Table of Hydrostatics – Trim by the Bow (2 ft)

Draft @ LCF	Displacement	VCB (ft)	KMT (ft)	LCB (ft)	LCF (ft)	TPI (LT)	MCT 1 in (ft-LT/in)
13' 9	3,850.01	8.31	25.61	-2.79	-20.41	34.78	762.88
14' 0	3,956.70	8.46	25.48	-3.27	-21.30	35.11	782.52
14' 3	4,063.86	8.60	25.35	-3.75	-22.03	35.39	800.06
14' 6	4,172.49	8.75	25.23	-4.24	-22.95	35.72	820.88
14' 9	4,281.54	8.90	25.10	-4.72	-23.64	36.00	838.51
15' 0	4,390.51	9.05	24.99	-5.20	-23.95	36.19	850.33
15' 3	4,499.50	9.20	24.87	-5.65	-24.09	36.35	859.63
15' 6	4,609.07	9.34	24.75	-6.09	-24.21	36.51	868.39
15' 9	4,719.04	9.49	24.65	-6.52	-24.30	36.65	876.72
16' 0	4,829.33	9.63	24.55	-6.92	-24.35	36.79	884.61
16' 1	4,866.17	9.68	24.51	-7.05	-24.37	36.83	887.18
16' 2	4,903.05	9.73	24.48	-7.19	-24.38	36.87	889.72
16' 3	4,939.97	9.78	24.45	-7.31	-24.38	36.91	892.16
16' 4	4,976.91	9.83	24.41	-7.44	-24.38	36.95	894.53
16' 5	5,013.88	9.87	24.38	-7.56	-24.37	36.99	896.87
16' 6	5,050.88	9.92	24.35	-7.69	-24.36	37.03	899.16
16' 7	5,087.91	9.97	24.31	-7.81	-24.35	37.07	901.43
16' 8	5,124.97	10.02	24.28	-7.93	-24.34	37.10	903.68
16' 9	5,162.07	10.06	24.25	-8.05	-24.33	37.14	905.90
17' 0	5,273.53	10.21	24.17	-8.39	-24.27	37.25	912.54
17' 3	5,385.31	10.35	24.09	-8.72	-24.22	37.36	919.12
17' 6	5,497.43	10.49	24.02	-9.03	-24.17	37.46	925.70
17' 9	5,609.86	10.63	23.95	-9.34	-24.09	37.56	931.73
18' 0	5,722.43	10.78	23.89	-9.63	-23.98	37.65	937.24
18' 3	5,835.26	10.92	23.84	-9.90	-23.87	37.74	942.49
18' 6	5,948.05	11.06	23.79	-10.16	-23.67	37.82	947.05
18' 9	6,061.17	11.20	23.74	-10.42	-23.48	37.89	951.68
19' 0	6,174.54	11.34	23.70	-10.65	-23.31	37.97	956.64
19' 3	6,287.75	11.48	23.66	-10.88	-22.98	38.01	958.93
19' 6	6,401.37	11.62	23.62	-11.09	-22.75	38.07	962.89
19' 9	6,515.17	11.76	23.60	-11.29	-22.52	38.14	966.85
20' 0	6,629.16	11.90	23.57	-11.49	-22.29	38.20	970.81

