

**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

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

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

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

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

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

**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

<b>Title - Sujet</b> PV LINDSAY - DOCKING & REFIT	
<b>Solicitation No. - N° de l'invitation</b> M2989-132119/B	<b>Date</b> 2012-12-07
<b>Client Reference No. - N° de référence du client</b> M2989-132119	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XLV-175-6108
<b>File No. - N° de dossier</b> XLV-2-35192 (175)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-10</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Elkington, J.R.	<b>Buyer Id - Id de l'acheteur</b> xlvl75
<b>Telephone No. - N° de téléphone</b> (250) 363-3391 ( )	<b>FAX No. - N° de FAX</b> (250) 363-3960
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ROYAL CANADIAN MOUNTED POLICE SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	PV LINDSAY - DOCKING AND REFIT	M2989	M2989	1	LOT	XXXXXXXXXXXXX \$		See Herein	

Solicitation No. - N° de l'invitation

M2989-132119/B

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-2-35192

Buyer ID - Id de l'acheteur

xlv175

CCC No./N° CCC - FMS No/ N° VME

M2989-132119

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**This amendment is promulgated TO INCORPORATE the extension of the closing date for the solicitation until Dec 10 2012, as well as changes to Specification revisions, previously notified.**

**In addition for this amendment the use of Vessel Transfer Costs and table of transfer costs in ANNEX G - FINANCIAL BID PRESENTATION SHEET**

**All other terms and conditions of the Solicitation remain in force.**

**Instruction: Use the included Annex G. Presentation Sheets as a replacement for the one in your possession. Place the costs associated for your facility in new table line "d". This figure is used in the evaluation table only and is not part of the contract costs per Annex B.**

## **1.2 Summary**

1. Not Used: The Statement of Work is as follows: etc.
2. Not Used: The sourcing strategy related, etc.

### ***DELETE:***

3. The proposed work period is 28 November 2012 to 7 February 2013.

### ***INSERT:***

3. The proposed work period is 06 December 2012 to 14 February 2013.

## **7.4 Term of Contract (Contract Document will convey the dates corrected per the winning bid)**

### ***DELETE:***

#### **7.4.1 Work Period- Marine**

1. Work must commence and be completed as follows:
  - Commence: November 28, 2012;
  - Complete: Febraury 7, 2013.

### ***INSERT:***

#### **7.4.1 Work Period- Marine**

1. Work must commence and be completed as follows:
  - Commence: December 06, 2012;
  - Complete: Febraury 14, 2013.

## **ANNEX A - STATEMENT OF WORK**

The entire Statement of Work is a separate electronic document entitled:

***DELETE:***

**M 2989-132119 Refit and Docking P.V. Lindsay 2012 R2.docm**

***INSERT:***

**M 2989-132119 Refit and Docking P.V. Lindsay 2012 R3.docm**

## **ANNEX G. FINANCIAL BID PRESENTATION SHEET**

***DELETE:***

**The entire Annex G ONLY.**

***INSERT:* the following replacement ANNEX G. entirely, which includes the added Transfer Cost line d, and clause and table at G.5, as seen on the pages following.**

**Your document pagination will have a discrepancy in page numbering as the last four (4) pages will follow the sequence of this document.**

**ANNEX G - FINANCIAL BID PRESENTATION SHEET****G:0 Proposed Work Period Location:** \_\_\_\_\_**G:1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

<b>a.</b>	<b>Known Work</b> For work as stated in Part 1 article 1.2, specified in Annexes A and H and detailed in the attached Pricing Data Sheet Annex I, Appendix 1 for a FIRM PRICE of:	\$ _____
<b>b.</b>	<b>Unscheduled Work</b> <i>Labour Cost:</i> Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including overhead and profit: 300 person hours X \$ _____ per hour for a PRICE of: <b>See articles I2.1 and I2.2 below.</b>	\$ _____
<b>c.</b>	<b>Lay day/ Berthage Fees</b> As per article I4 i. Five (5) working lay days X \$ _____ = \$ _____ ii. two (2) non-working lay days X \$ _____ = \$ _____ iii. three (3) berthing days X \$ _____ = \$ _____	\$ _____
<b>d.</b>	<b>Vessel Transfer Costs</b> <b>Per Annex G.5.3 table, for a total price of:</b>	\$ _____
<b>e.</b>	<b>Cost of Financial Security</b> As per Part 6 Financial Security article, 6.2.1	\$ _____
<b>f.</b>	<b>EVALUATION PRICE</b> GST/HST Excluded, [a + b + c + d + e]: For an EVALUATION PRICE of \$ _____ :	\$ _____

**G:2**      **Unscheduled Work**

Unscheduled work arising, as authorized by the Minister, will be calculated in the following manner:

“Number of hours (to be negotiated) X \_\_\_\_\_ your firm hourly *Charge-out Labour Rate* which includes *Overhead* and profit, plus net laid-down cost of materials to which will be added a 10% mark-up, plus Goods and Services Tax or Harmonized Sales Tax as applicable, of the total cost of material and labour. The firm hourly *Charge-out Labour Rate* and the material mark-up will remain firm for the duration of the Contract and any subsequent amendments.”

**G:2.1:** Notwithstanding definitions or usage elsewhere in this document, or in the Bidder's Cost Management System, when negotiating *Hours* for unscheduled work, PWGSC will consider only those hours of labour directly involved in the production of the subject work package.

Elements of *Related Labour Costs* identified in I2.2 will not be negotiated, but will be compensated for in accordance with I2.2. It is therefore incumbent upon the Bidder to enter values in the above table which will result in fair compensation, regardless of the structure of their Cost Management System.

**G:2.2:** 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 Rate* entered in Table I1 line I1b. above.

**G:2.3:** The 10% mark-up rate for materials will also apply to subcontracted costs. The mark-up rate includes any allowance for material and subcontract management not allowed for in the Chargeout Labour Rate. A separate labour component for the purchase and handling of materials or subcontract administration is not allowable.

**G:3**      **Overtime**

1. The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

Payment for authorized overtime will be calculated as follows:

- a. For known work, the Contractor will be paid the Contract Price plus authorized overtime hours paid at the following premium rates:

For time and one half:    \$ \_\_\_\_\_ per hour, or

For double time: \$\_\_\_\_\_ per hour.

- b. For unscheduled work, the Contractor will be paid the authorized overtime hours at the quoted charge-out labour rate, plus the following premium rates:

For time and one half: \$\_\_\_\_\_ per hour, or

For double time: \$\_\_\_\_\_ per hour.

2. The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit of 7.5 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract, including all amendments and are subject to audit if considered necessary by Canada.

#### **G:4 Lay Day/Berthage Day Fees**

The following fees are to be provided by the Bidder. In the event of a delay in the performance of the Work, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, these fees will be used to establish the liability of Canada to the Contractor for the delay.

- A. Lay day fee for a working day: \$\_\_\_\_\_
- b. Lay day fee for a non-working day: \$\_\_\_\_\_
- c. Berthage Fee per day ( vessel length X \$\_\_\_\_\_ / m or ft.): \$\_\_\_\_\_

A lay day is defined as “a day of delay in port” with the vessel docked (i.e. removed from the water) at the contractor’s facility. A lay day fee should include those costs associated with maintaining the vessel at the Contractor’s facility but will not include costs of consumption of such services including but not limited to electrical power, potable water, steam, compressed air, etc. The lay day and berthage fees are firm and not subject to any additional charges for mark-up or profit.

#### **G:5 Vessel Transfer Costs**

1. The evaluation price will include the cost for transferring the vessel from its home port to the shipyard/ship repair facility where the majority of the Work will be undertaken and the cost of returning the vessels to their home port following completion of the Work, in accordance with the following:

- a. The Bidder will enter on Line **10**, the location of the shipyard/ship repair facility where it proposes to undertake the Work. The applicable vessels' transfer costs provided under section 3 of this clause will be entered into table I1.

- b. Should the list in section 3. of this clause not provide the shipyard/ship repair location where the Bidder intends to undertake the Work, then the Bidder must advise the Contracting Authority, in writing, no later than **five (5) calendar days** before the bid closing date, of its proposed location for undertaking the Work. The Contracting Authority will acknowledge to the bidder, in writing, no later than **three (3) calendar days** before the bid closing date, the location of the shipyard/ship repair and confirm the applicable vessel transfer cost.

**A Bid that specifies a location for undertaking the Work which is not in the list under section 3. of this clause, and for which a notification in writing has not been received by the Contracting Authority five (5) calendar days before the bid closing date, will be declared non-responsive.**

2. Transfer costs, in this case, are based on using a government delivery crew and include the fuel cost at the vessel's most economical speed of transit and crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility.
3. Round trip transfer costs applicable to the following facilities are:

<b>Company</b>	<b>Facility</b>	<b>City</b>	<b>Transfer Cost</b>
Various	Various	Victoria, BC	\$1,380.00
Nanaimo Shipyard Group	Nanaimo Shipyard	Nanaimo, BC	\$0.00
Ocean Pacific Marine Supply Ltd	Ocean Pacific Marine	Campbell River, BC	\$1,500.00
Allied Shipyard Ltd	Allied Shipyard	N. Vancouver B.C.	\$920.00
Arrow Marine Ltd.	Mitchell Island	Richmond, BC	\$920.00
Philbrooks Boatyard Ltd.	Philbrooks Boatyard	Sidney, BC	\$980.00
Jenkins Marine Ltd.	Jenkins Marine	Esquimalt B.C.	\$1,380.00