

**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

<b>Title - Sujet</b> CCGS Samuel Risley refit 2014	
<b>Solicitation No. - N° de l'invitation</b> F2599-145028/A	<b>Amendment No. - N° modif.</b> 013
<b>Client Reference No. - N° de référence du client</b> F2599-145028	<b>Date</b> 2014-06-25
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$MD-018-24496	
<b>File No. - N° de dossier</b> 018md.F2599-145028	<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 2014-07-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Vandal, Paul	<b>Buyer Id - Id de l'acheteur</b> 018md
<b>Telephone No. - N° de téléphone</b> (819) 956-0645 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**Requirement Amended to delete the option to purchase the  
(Installation of a Radar System)**

**Delete 1.2 - Summary 1a) and insert the following:**

**1.2 Summary**

1. The Requirement is:
  - a) To carry out the docking, maintenance and alterations of the Canadian Coast Guard Vessel CCGS Samuel Risley in accordance with the associated Technical Specifications detailed in Annex "A".

**Delete 7.1 - Requirement 7a) and insert the following:**

**7.1 Requirement**

The Contractor must:

- a) To carry out the docking, maintenance and alterations of the Canadian Coast Guard Vessel CCGS Samuel Risley in accordance with the associated Technical Specifications detailed in Annex "A".

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**Delete Annex B - Basis of Payment and Insert the following:**

**ANNEX B**

**BASIS OF PAYMENT PRICE**

Annex "B" will form the Basis of Payment for the resulting Contract and should not be filled in at the bid submission stage.

**B1 Contract Firm Price**

<b>A)</b>	<b>Known Work</b> For work as stated in Article 7. 1, Specified in Annex "A" and detailed in the attached Pricing Data Sheets, for a FIRM PRICE of:	<b>\$</b>
<b>B)</b>	<b>Applicable Taxes of line a) only</b>	<b>\$</b>
<b>C)</b>	<b>Total Firm Price Applicable Taxes Included:</b>	<b>\$</b>

**B2 Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours (to be negotiated) X \$\_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10%, plus applicable taxes, 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."

**B2.1:** Notwithstanding definitions or useage elsewhere in this document, or in the Contractor'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 B2.2 below, will not be negotiated, but will be compensated for in accordance with B2.2.

**B2.2:** Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, Estimating, and Preparing Unscheduled Work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line B2 above.

**B2.3:** 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. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

**Pro-rated Prices Unscheduled Work**

Hours and prices for unscheduled work shall be based on comparable historical data applicable to similar work at the same facility, or shall be determined by pro-rating the quoted Work costs in the Contract when in similar areas of the vessel.

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### **B3 Overtime**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit 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.

### **B4 Daily Services Fee**

In the event of a delay in the performance of the Work that lengthens the Work period beyond the date specified in this Contract, and if such delay is recognized and agreed upon by the Contracting Authority as being attributable to Canada, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

(a) For a working day: \$ \_\_\_\_\_

(b) For a non-working day: \$ \_\_\_\_\_

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

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## **B5 Vessel, Refit, Repair or Docking Cost**

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Docking and Undocking include:
  - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
  - (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.

3. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc. The Contractor is responsible for the performance of all subcontractors and FSRs.

These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.

4. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.
5. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The Contractor will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

## **B6 Pricing Data Sheets**

Parameters from the Pricing Data Sheets will be used at Canada's sole discretion in the determination of unscheduled work price.

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**Delete Annex H - Financial Bid Presentation Sheet and Insert the following:****ANNEX****H****Financial Bid Presentation Sheet****H1 Price for Evaluation**

<b>A)</b>	<b>Known Work</b> For work as stated in Part 1 Clause 1.2, Specified in Annex "A" and detailed in the attached Pricing Data Sheets Appendix 1 of Annex "H", for a FIRM PRICE of:	\$ _____
<b>B)</b>	<p>Unscheduled Work Contractor Labour Cost: Estimated labour hours at a firm Charge-out Labour Rate, including overhead and profit for evaluation purpose only: 1,000 person hours X \$ _____ per hour for a PRICE of: See Article H2.1 and H2.2 below.</p> <p>Overtime premium for time and one half: Estimated hours for evaluation purposes only: 100 person hours X \$ _____ per hour for a PRICE of: See Article H3 Below.</p> <p>Overtime premium for double time: Estimated hours for evaluation purposes only: 100 person hours X \$ _____ per hour for a PRICE of: See Article H3 below.</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<b>C)</b>	<p>Daily Service Fees for evaluation purpose only As per Clause H4</p> <p>i) Ten (10) working days X \$ _____ firm daily service fee = \$ _____</p> <p>ii) Four (4) non-working days X \$ _____ firm daily service fee = \$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>
<b>D)</b>	<p>Vessel Transfer Cost as Per Clause H6</p> <p>Proposed shipyard/ship repair facility: _____</p>	\$ _____
<b>E)</b>	<p>EVALUATION PRICE Applicable Taxes Excluded, [A + B + C+ D]</p> <p>For an EVALUATION PRICE of (Applicable Taxes excluded):</p>	\$ _____

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## H2      **Unscheduled Work**

The Contractor will be paid for unscheduled work arising, as authorized by Canada. The authorized unscheduled work will be calculated as follows:

"Number of hours (to be negotiated) X \$ \_\_\_\_\_, being the Contractor's firm hourly charge-out labour rate which includes overhead, consumables, and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes, if 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."

**H2.1:** Notwithstanding definitions or usage elsewhere in this document, or in the Contractor'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 H2.2 below, will not be negotiated, but will be compensated for in accordance with Note H2.2. It is therefore incumbent upon the bidder to have bid appropriately which will result in fair compensation, regardless of their Cost Management System.

**H2.2:** Allowance for Related Labour Costs such as: Management, all Supervision, Purchasing and Material Handling, Quality Assurance and Reporting, First Aid, Gas Free Certification Inspecting and Reporting, and Estimating and preparing unscheduled work Submissions will be included as Overhead for the purposes of determining the Charge-out Labour Rate entered in line H2 above.

**H2.3:** 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. The Contractor will not be entitled to a separate labour component for the purchase and handling of materials or subcontract administration.

## H3      **Overtime**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Contracting Authority. There will be no overtime payment for Known Work. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

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

The above premiums will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit, plus profit 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.

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#### **H4 Daily Services Fee**

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, Canada agrees to pay the Contractor the daily services fee, described below, for each day of such delay. This fee shall be the sole liability of Canada to the Contractor for the delay.

The firm daily services fee is:

- (a) For a working day: \$ \_\_\_\_\_
- (b) For a non-working day: \$ \_\_\_\_\_

The above fees shall include but not be limited to, all aspects of the following costs: Project Management Services, Administrative Support, Production Services, Quality Assurance, Material Support, Planned Maintenance and Ship Services, and all other resources and direct costs needed to maintain the Vessel at the Contractor's facility. These fees are firm and not subject to any additional charges for mark-up or profit.

#### **H5 Vessel, Refit, Repair or Docking Cost**

The following costs must be included in the price:

1. Ship Services: include all costs for ship services such as water, steam, electricity, etc., required for vessel maintenance for the duration of the Contract.
2. Docking and Undocking include:
  - (a) all costs resulting from drydocking, wharfage, security, shoring, shifting and/or moving of the vessel within the successful Bidder's facility;
  - (b) the cost of services to tie up the vessel alongside and to cast off.

Unless specified otherwise, the vessel will be delivered by Canada to the successful Bidder's facility alongside a mutually agreed safe transfer point, afloat and upright, and the successful Bidder will do the same when the Work is completed. The cost of services to tie up the vessel alongside and to cast off must be included in the evaluation price.

3. Field Service Representatives/Supervisory Services: include all costs for field service representatives/supervisory services including manufacturers' representatives, engineers, etc.

These services must not be an extra charge except where unscheduled work requiring these services is added to the Contract.

4. Removals: include all costs for removals necessary to carry out the Work and will be the responsibility of the successful Bidder whether or not they are identified in the specifications, except those removals not apparent when viewing the vessel or examining the drawings. The successful Bidder will also be responsible for safe storage of removed items and reinstalling them on completion of the Work. The successful Bidder will be responsible for renewal of components damaged during removal.



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5. Sheltering, Staging, Cranage and Transportation: include the cost of all sheltering, staging including handrails, cranage and transportation to carry out the Work as specified.

The successful Bidder will be responsible for the cost of any necessary modification of these facilities to meet applicable safety regulations.

## H6 Vessel Transfer Costs

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

(a) The Bidder must provide the location of the shipyard/ship repair facility where it proposes to perform the Work together with the applicable vessel transfer cost from the list provided under paragraph 2 of this clause shall be entered into Table H1:

(b) If the list in paragraph 2 of this clause does not provide the shipyard/ship repair location where the Bidder intends to perform the Work, then the Bidder must advise the Contracting Authority, in writing, at least 5 calendar days before the bid closing date, of its proposed location for performing the Work. The Contracting Authority will confirm to the Bidder, in writing, at least 3 calendar days before the bid closing date, the location of the shipyard/ship repair and the applicable vessel transfer cost.

A bid that specifies a location for executing the Work which is not on the list of paragraph 2 of this clause, and for which a notification in writing has not been received by the Contracting Authority as required above, will be considered non-responsive.

2. List of shipyard/ship repair facilities and applicable vessel transfer costs

Vessel: CCGS Samuel Risley  
Home port: Parry Sound, On

Transfer costs in the case of vessels transferred using a government delivery crew include the fuel cost at the vessel's most economical speed of transit and for unmanned refits only, crew transportation costs for the delivery crew based on the location of the vessel's home port and the shipyard/ship repair facility. Crew transportation costs do not include any members of the delivery crew who remain at the shipyard/ship repair facility in order to discharge project responsibilities related to the vessel being transferred.

Transfer costs in the case of vessels transferred unmanned by either commercial towing, railway, highway or other suitable means of transportation must be:

(i) included as part of the Bidder's financial bid in the case where the Bidder is responsible for the transfer; or

(iii) identified as the applicable vessel transfer cost, as given in the list below, in the case when Canada is responsible for the transfer.

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**Shipyard/ship repair facility  
cost**

**Applicable vessel transfer**

<b>Company</b>	<b>City</b>	<b>Transfer Cost Manned</b>
New Dock, St. John's Dockyard Ltd.	St. John's	C\$188,370.00
Halifax Shipyards Ltd.	Halifax	C\$169,784.00
Group Verreault Navigation Inc.	Les Mechins	C\$113,500.00
Davie Canada Yard Inc.	Levis	C\$95,441.00
Heddle Marine Service Inc.	Hamilton	C\$56,360.00
Pictou Shipyard	Pictou	C\$156,222.00
Ocean Industries Inc.	Saint-Bernard-Sur-Mer	C\$99,058.00
Allied Marine and Industrial	Port Colborne	C\$48,323.00
Central Machine & Marine	Sarnia	C\$21,745.00
Shelburne Ship Repair	Shelburne	C\$181,137.00
Réparations navales et industrielles Océan Inc.	Québec City	C\$95,441.00

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**Delete Annex H - Appendix 1 - Pricing Data Sheets and Insert the following:****ANNEX H - APPENDIX****1****PRICING DATA SHEETS**

Ref #	Spec. #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price	Unit Cost
<b>2.0</b>		<b>SERVICES</b>		\$	\$	\$	\$	
	2.1.6.5	Unit Rate/Kw.Hr for Consumption						\$
	2.1.7.8	Unit Rate/Cubic Meter for Potable Water						\$
	2.1.10	Unit Rate/Hr for Crane Supply						\$
<b>4.0</b>		<b>BILGE CLEANING</b>		\$	\$	\$	\$	
	4.2.1.4	Unit Rate/Cubic Meter for Removing Oily Waste and Dispose						\$
<b>5.0</b>		<b>MAIN ENGINE #1 BLOCK REMOVAL AND INSTALLATION</b>		\$	\$	\$	\$	
<b>6.0</b>		<b>GALLEY READY USE FRIDGE REPLACEMENT</b>		\$	\$	\$	\$	
<b>7.0</b>		<b>MAIN DECK COVERING REPLACEMENT</b>		\$	\$	\$	\$	
	7.2.7.2	Unit Rate/M2 Removal and Install Carpet						\$
	7.2.7.3	Unit Rate/M2 Removal and Install Tiles						\$
<b>8.0</b>		<b>MAIN DECK GREY WATER DRAINS &amp; BLACK WATER PIPE REPLACEMENT</b>		\$	\$	\$	\$	
<b>9.0</b>		<b>BALLAST, SEWAGE AND VOID TANKS INSPECTIONS (SURVEY ITEM)</b>		\$	\$	\$	\$	
	9.3.1.5	Unit Rate/Cubic Meter for removing and dispose of solid debris						\$
	9.4.1.3	Unit Rate/Cubic Meter for Disposal of Ballast Water						\$

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Ref #	Spec. #	Description	Total Hours	Total Labour Cost	Total Material Cost	Total FSR& Sub-Contractors Cost	Total Firm Price	Unit Cost
10.0		BRIDGE WIPER INSTALLATION		\$	\$	\$	\$	\$
11.0		EMERGENCY GENERATOR (DIESEL ENGINE) (SURVEY ITEM)		\$	\$	\$	\$	\$
12.0		MEGGER TEST (SURVEY ITEM)		\$	\$	\$	\$	
13.0		SEWAGE TREATMENT SYSTEM PUPOUT AND CLEANING (OPTIONAL)		\$	\$	\$	\$	
14.0		MAIN ENGING #2 & 1 FRS SERVICE		\$	\$	\$	\$	
		TOTAL		\$	\$	\$	\$	

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**Delete:**

Closing Date:

July 3, 2014 @ 2:00 PM Eastern Daylight Saving Time EDT

**Insert:**

Closing Date:

July 10, 2014 @ 2:00 PM Eastern Daylight Saving Time EDT