

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 0B2 / Noyau 0B2
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 CCGS HENRY LARSEN-VLE DRYDOCK REFIT | |
| Solicitation No. - N° de l'invitation F7049-140431/A | Amendment No. - N° modif. 012 |
| Client Reference No. - N° de référence du client F7049-140431 | Date 2015-05-26 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$\$MD-027-25097 | |
| File No. - N° de dossier 027md.F7049-140431 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-11 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| 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: Haydock(MDDIV), Mark | Buyer Id - Id de l'acheteur 027md |
| Telephone No. - N° de téléphone (819) 956-0645 () | FAX No. - N° de FAX () - |
| 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 |

Solicitation No. - N° de l'invitation

F7049-140431/A

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

F7049-140431

Amd. No. - N° de la modif.

012

File No. - N° du dossier

027mdF7049-140431

Buyer ID - Id de l'acheteur

027md

CCC No./N° CCC - FMS No/ N° VME

**THIS PAGE HAS
BEEN LEFT
INTENTIONALLY
BLANK**

Solicitation Amendment # 12

1. At Annex A: Specification 21.3

Insert:

21.3.2 All parts required for the Interring System shall be GFE unless otherwise specified. Action by 1379 for any parts required beyond the GFE will be utilized.

2. At PART 7 - RESULTING CONTRACT CLAUSES, Section 7.13

Insert:

7.13.1 Environmental Impairment Liability Insurance:

1. The Contractor must obtain Contractor's Pollution Liability insurance, providing coverage for Asbestos Abatement, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

2. 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.

3. The Contractor's Pollution Liability insurance coverage provided under the remarks section above) 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- d. 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.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. 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.

3. At Annex D: Insurance Requirements

Insert:

D.3 Environmental Impairment Liability Insurance:

4. The Contractor must obtain Contractor's Pollution Liability insurance, providing coverage for Asbestos Abatement, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

5. 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.

6. The Contractor's Pollution Liability insurance coverage provided under the remarks section above) 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. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- c. Separation of Insureds: 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.
- d. 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.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- f. 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.

Question 41

Who supplies the Interring system. Please confirm

Answer 41:

All components for the Interring system are GFE unless otherwise specified.

Question 42:

RE: Specifications 34,35,36,37

For these specifications that you are asking for the tanks - sanding SSPC-SP6 (SA2)) and then, the Royal Coating Easy Prep application with a soft water rinsing HP3000 psi.

The problem is that one cannot do those two types of preparation for the same tank because when we do the Easy Prep rinsing, the sanded surfaces will rust. Also, the Royal Coating Easy Prep is conceived to repair surfaces when impossible to sand.

Please validate and confirm to us with the type of preparation for surfaces desired.

Answer 42:

Please refer to 34.3.12 and then 34.3.14 which states " if flash rusted to more than Grade HB2M between blasting and coating application, the surface will be re-blasted to the specified standard." Same applies 35.3.18 and then 35.3.20. and then 36.3.15 and 36.3.16.

Question 43:

In the Solicitation Amendment 9 in questions 21,22 and 23 you reference drawings 02-226, 02-209-1 & 02-201.1. We can not find them can you please provide.

Answer 4:3

Please find attached