



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
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Travaux publics et Services gouvernementaux  
Canada  
Pacific Region  
401 - 1230 Government Street  
Victoria, B.C.  
V8W 3X4  
Bid Fax: (250) 363-3344

**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  
Public Works and Government Services Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> Submarine Preventative Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W2B03-160090/A	<b>Amendment No. - N° modif.</b> 011
<b>Client Reference No. - N° de référence du client</b> W2B03-160090	<b>Date</b> 2016-04-19
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-242-6901	
<b>File No. - N° de dossier</b> XLV-5-38086 (242)	<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 2016-04-29</b>	
<b>Time Zone</b> Fuseau horaire Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Szczesniak, Michal	<b>Buyer Id - Id de l'acheteur</b> xlv242
<b>Telephone No. - N° de téléphone</b> (250) 363-8312 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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> (type or print) <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>

## **AMENDMENT 011 TO SOLICITATION W2B03-160090/A**

This Amendment incorporates revisions to the Solicitation and therefore must be considered by vendors in their response.

### **Revision 12:**

In Amendment 010 to Solicitation W2B03-160090/A,

Remove:

### **"Question 3:**

Considering the sourcing strategy relating to this procurement will be limited to suppliers in the Area of Origin (Western Canada) in accordance with the Shipbuilding, Repair, Refit and Modernization Policy, who can submit a bid in response to this solicitation?

### **Revised Answer to Question 3:**

Anyone can submit a response to the Solicitation. However to be considered for further evaluation for this Solicitation only, the Bidder (and resulting Contractor) must be:

- (a) A Canadian shipyard based in Western Canada; or
- (b) A Canadian ship repair facility based in Western Canada; or
- (c) A Canadian company which proposes to sub-contract the work on the vessel to a Canadian shipyard based in Western Canada; or
- (d) A Canadian company which proposes to sub-contract the work on the vessel to a Canadian ship repair facility based in Western Canada.”; and

Insert:

### **"Question 3:**

Considering the sourcing strategy relating to this procurement will be limited to suppliers in the Area of Origin (Western Canada) in accordance with the Shipbuilding, Repair, Refit and Modernization Policy, who can submit a bid in response to this solicitation?

### **Revised Answer to Question 3:**

Anyone can submit a response to the Solicitation. However to be considered for further evaluation for this Solicitation only, the Bidder (and resulting Contractor) must be:

- (a) A Canadian shipyard based in Western Canada; or
- (b) A Canadian ship repair facility based in Western Canada; or
- (c) A Canadian company which proposes to sub-contract the work on the vessel to a Canadian shipyard based in Western Canada; or
- (d) A Canadian company which proposes to sub-contract the work on the vessel to a Canadian ship repair facility based in Western Canada.

For the purposes of this Solicitation only, a Canadian ship repair facility is defined as a Canadian commercial entity whose prime business is conducting ship repair and has the capacity and knowledge to complete the work outlined in Annex A of the Solicitation.

Bidders must demonstrate their compliance with this requirement by providing substantial information describing completely and in detail how the requirement is met.”.

**Revision 13:**

In Article 3.1 of Part 3 (Bid Preparation Instructions),

Remove:

**“Substantial Information**

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:

- Article 3 (Mandatory Technical Evaluation Criteria) of Annex J (Technical Evaluation Criteria).”; and

Insert:

**“Substantial Information**

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:

- Article 4.1 (Sourcing Strategy) in Part 4 (Evaluation Procedures and Basis of Selection) – as clarified in Amendment 011; and
- Article 3 (Mandatory Technical Evaluation Criteria) of Annex J (Technical Evaluation Criteria).”.

**Revision 14:**

In Annex H (Insurance Requirements),

Remove:

**“B. Ship Repairers' Liability Insurance**

1. The Contractor must obtain Ship Repairer'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 in the annual aggregate.
2. The Ship Repairer's Liability insurance 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 the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - 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. 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. (Contracting officers must insert the following option, if applicable.); and

Insert:

**"B. Ship Repairers' Liability Insurance**

1. The Contractor must obtain Ship Repairer'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 in the annual aggregate.
2. The Ship Repairer's Liability insurance 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 the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - 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. 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."

**ALL OTHER INSTRUCTIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.**