



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Unit  
Public Works and Government Service  
Pacific Region  
Attn: Solicitation F1782-16C746/A  
401 - 1230 Government Street  
Victoria  
BC  
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><br>CCGS Charles - Drydocking & Refit   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>F1782-16C746/A  | <b>Amendment No. - N° modif.</b><br>001      |
| <b>Client Reference No. - N° de référence du client</b><br>F1782-16C746   | <b>Date</b><br>2016-10-06                    |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$XLV-242-7055  |  |
| <b>File No. - N° de dossier</b><br>XLV-6-39102 (242)  | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-10-20</b>  |  |
| <b>Time Zone</b><br>Fuseau horaire<br>Pacific Daylight Saving<br>Time PDT   |  |
| <b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes<br><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><br>Szczesniak, Michal   | <b>Buyer Id - Id de l'acheteur</b><br>xlv242 |
| <b>Telephone No. - N° de téléphone</b><br>(250) 507-0647 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -          |
| <b>Destination - of Goods, Services, and Construction:</b><br><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><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                                  |

## **AMENDMENT 001 TO SOLICITATION F1782-16C746/A**

This Amendment is raised to:

- (a) Revise the terms and conditions of the Solicitation;
- (b) Highlight to Bidders that technical questions have been raised by industry and Canada's responses have an effect on the Solicitation's Statement of Work and its associated documents; and
- (c) Inform interested Bidders of the availability of the minutes of the Bidders' Conference.

This Amendment includes revisions to the content of the Solicitation and therefore must be considered by Bidders in their response.

### **Revision 001:**

#### Remove:

Article 7-10 (Priority of Documents) in its entirety; and

#### Insert:

##### **"7-10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the Supplemental General Conditions 1029 (2010-08-16), Ship Repairs;
- c. the General Conditions 2030 (2016-04-04), General Condition - Higher Complexity - Goods;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;
- f. Annex C, Insurance Requirements;
- g. Annex D, Inspection/Quality Assurance/Quality Control;
- h. Annex E, Project Management Services;
- j. Annex F, Warranty Procedures and Claim Form;
- k. Annex G, Procedure for Unscheduled Work;
- l. the Contractor's bid dated \_\_\_\_\_.".

### **Revision 002:**

Technical questions have been raised by industry and Canada's responses have an effect on the Solicitation's Statement of Work and its associated documents.

Answers to the technical questions are included in a supplement to the Statement of Work.

In Annex A (Statement of Work),

Insert:

**“A-4** Additional information pertaining to the Statement of Work is provided in a separate electronic document entitled:

“F1782-16C746A-AnnexA-Supplement\_Version001.pdf”

To obtain a copy of this document, the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.”.

**Revision 003:**

This Revision revises the text used in previous solicitations and may be significant for some bidders. All Bidders are encouraged to carefully review the revision in its entirety.

Remove:

Annex B (Basis of Payment) in its entirety; and

Insert:

**“ANNEX B - BASIS OF PAYMENT**

**B-1 Contract Price**

|           |  |  |
|-----------|--|--|
| <b>a.</b> | <b>Known Work</b><br>For work as stated in Part 7 Article 1, as specified in Annexes A, D, E, and H and as detailed on the Pricing Data Sheet,<br>For a FIRM PRICE of: |  |
| <b>b.</b> | <b>Cost of Financial Security</b><br>As per Part 7 Article 15  |  |
| <b>c.</b> | <b>Contract Price [a + b]:</b><br>Customs duties are included and Applicable Taxes are extra<br>For a FIRM PRICE of:   |  |

Note: The “Total Estimated Cost” or “Revised Estimated Cost” given on Page 1 of the Contract or Contract Amendment includes an estimate of the Applicable Taxes [refer to the General Conditions].

## **B-2      Unscheduled Work**

### **A.    Price Breakdown:**

The Contractor must, upon request, provide a price breakdown for all unscheduled work, by specific activities with trades, person-hours, material, subcontracts and services.

### **B.    Pro-rated Prices:**

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

### **C.    Payment for 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 and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus applicable Taxes calculated on the total cost of material and labour.

The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.

**B-2.1**    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 B2.2, will not be negotiated, but will be compensated for in accordance with B2.2.

**B-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, Estimating and fringe benefit (contractor contribution only) will be included as Overhead for the purposes of determining the Charge-out Labour Rate set out in clause B2.

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

## **B-3      Overtime - Marine**

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.

#### **B-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  
(39.72 metres vessel length X \$\_\_\_\_\_ / meter): \$\_\_\_\_\_

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.”.

#### **Revision 004:**

This Revision revises the text used in previous solicitations and may be significant for some bidders. All Bidders are encouraged to carefully review the revision in its entirety.

Remove:

Annex H (Financial Bid Presentation Sheet) in its entirety; and

Insert:

**"ANNEX H - FINANCIAL BID PRESENTATION SHEET**

**H-0 Proposed Work Period Location:** \_\_\_\_\_

**H-1 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

|  |          |
|--|----------|
| <b>a. Known Work</b><br>For work as stated in Part 1 article 1.2, specified in Annexes A, D and E<br>and detailed in the attached Pricing Data Sheet Annex H, Appendix 1<br>For a FIRM PRICE of:   | \$ _____ |
| <b>b. Unscheduled Work</b><br>Labour Cost:<br>Estimated labour hours at a firm <i>Charge-out Labour Rate</i> , including<br>overhead and profit:<br>700 person hours X \$ _____ per hour for a PRICE of:<br><b>See articles H2.1 and H2.2 below.</b> | \$ _____ |
| <b>c. Lay day/ Berthage Fees</b><br>As per article H4<br>i. Five (5) working lay days X \$ _____ = \$ _____<br>ii. Two (2) non-working lay days X \$ _____ = \$ _____<br>iii. Three (3) berthing days X \$ _____ = \$ _____                          | \$ _____ |
| <b>d. Vessel Transfer Costs</b><br>As per article H5   | \$ _____ |
| <b>e. Cost of Financial Security</b><br>As per Part 6 Financial Security article, 6-3  | \$ _____ |
| <b>f. EVALUATION PRICE</b><br>Applicable Taxes Excluded, [a + b + c + d + e]:<br>For an EVALUATION PRICE of:   | \$ _____ |

## **H-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 \_\_\_\_\_, being 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 applicable taxes calculated on 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.

- H-2.1**    Notwithstanding definitions or useage 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 H2.2 will not be negotiated, but will be compensated for in accordance with H2.2. 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.

- H-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, Estimating and fringe benefit (contractor contribution only) will be included as Overhead for the purposes of determining the *Charge-out Labour Rate* entered in Table H1 line 1b. above.

- H-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.

## **H-3      Overtime - Marine**

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.

#### **H-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  
(39.72 metres vessel length X \$\_\_\_\_\_ / meter): \$\_\_\_\_\_

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.

#### **H-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 **H-0**, 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 H1.
- 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 which specifies a location for undertaking the Work which is not specifically list in the Solicitation, and for which a notification in writing has not been received by the Contracting Authority five (5) calendar days before the solicitation 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:

| Company                   | Facility                     | City        | Transfer Cost |
|---------------------------|------------------------------|-------------|---------------|
| Allied Shipbuilders       | Harbour Rd                   | N Vancouver | \$1,943.00    |
| Point Hope Maritime Ltd.  | Point Hope Maritime Shipyard | Victoria    | \$1,166.00    |
| Seaspan Shipyards Co. Ltd | Vancouver Drydock            | Vancouver   | \$1,872.00    |
| Seaspan Shipyards Co. Ltd | Vancouver Shipyards          | N Vancouver | \$1,943.00    |
| Seaspan Shipyards Co. Ltd | Esquimalt Graving Dock       | Esquimalt   | \$1,236.00    |

**APPENDIX 1 TO ANNEX H - PRICING DATA SHEET**

The Pricing Data Sheet [PDS] is provided in a separate electronic document entitled:

“F1782-15C746A\_PricingDataSheet\_Version001.xls”

To obtain the PDS, the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.”.

**Non-Technical Question 001:**

Are the minutes of the Bidders' Conference available?

**Answer to Non-Technical Question 001:**

Yes. To obtain the minutes of the Bidders' Conference, the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.

**All the other instructions, terms and conditions remain the same.**