



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
British Columbia

**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> CCGS Otter Bay – VLE CCGS Otter Bay – Vessel Life Extension	
<b>Solicitation No. - N° de l'invitation</b> F7049-210378/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> F7049-210378	<b>Date</b> 2022-06-27
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$XLV-594-8369	
<b>File No. - N° de dossier</b> XLV-2-45002 (594)	<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> Pacific Daylight Saving Time PDT <b>on - le 2022-07-19</b> Heure Avancée du Pacifique HAP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Birtwistle, Tracy	<b>Buyer Id - Id de l'acheteur</b> xlv594
<b>Telephone No. - N° de téléphone</b> (236) 464-0497 ( )	<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>

## SOLICITATION AMENDMENT 003

This amendment is raised to make the following revisions to the Solicitation:

- Update 6-3 Contract Financial Security;
- Update 7-15 Financial Security; and
- Update the additional supplementary information.

### Revision 5

Replace:

Article 6-3 (Contract Financial Security) in its entirety

with the following:

#### 6-3 Contract Financial Security

1. If the bid is accepted, the Bidder must provide one of the following contract financial securities within 5 calendar days after the date of contract award. The Bidder is to indicate below, the type of Contract Financial Security they intend to provide and for which they have inserted a cost in Annex H:

#### EITHER

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50% percent of the contract price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

#### OR

- b. a security deposit (as defined in Paragraph 4 below) to the value of 10 percent of the contract price.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.
4. In this clause:

**"security deposit"** means

- a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
- b. a government guaranteed bond; or

- c. an irrevocable standby letter of credit, or
- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

**"approved financial institution"** means

- a. any corporation or institution that is a member of the Canadian Payments Association;
- b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
- c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
- d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory;
- e. the Canada Post Corporation.

**"government guaranteed bond"** means

- a. a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - i. payable to bearer;
  - ii. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - iii. registered in the name of the Receiver General for Canada.

**"irrevocable standby letter of credit"** means

- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
  - i. will make a payment to or to the order of Canada, as the beneficiary;
  - ii. will accept and pay bills of exchange drawn by Canada;
  - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
  - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

**"conditions" of the letter of credit** are

- a. must state the face amount which may be drawn against it;
- b. must state its expiry date;
- c. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;

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- d. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
  - e. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
  - f. must clearly specify that it is irrevocable or considered to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
  - g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

## Revision 6

Replace:

Article 7-15 (Financial Security) in its entirety

with the following

### 7-15 Financial Security

#### 7-15.1 Financial Security Requirement

1. The Contractor must provide one of the following contract financial securities within five (5) calendar days after the date of contract award:

#### EITHER

- a. a performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506), each in the amount of 50 percent of the Contract Price;

#### OR

- b. a security deposit as defined in Article 6.2.1 in the amount of 10 percent of the Contract Price. Any bond must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If Canada does not receive the required financial security within the specified period, Canada may terminate the Contract for default pursuant to the Contract default provision.

#### 7-15.2 Term of Financial Security

Any bond, bill of exchange, letter of credit or other security provided by the Contractor to Canada in accordance with the terms of the Contract must not expire before 90 days after the completion date indicated in the Contract.

The Contracting Authority can, at its sole discretion, require an extension to the period of the security. The Contractor can apply for financial compensation to pay for this extension.

Provided that no risk will accrue to Canada as a result, the Contracting Authority can, at its sole discretion, return the financial security to the Contractor before the expiration date indicated in the Contract.

## Revision 7

In Annex A (Statement of Work),

Replace:

(b) Additional supplementary information in its entirety

with the following:

(b) Additional supplementary information is contained within the electronic file named:

"F7049-210378A-TechnicalSupplement\_v3.pdf".

*The file is available upon request by emailing the Contracting Authority. The file will be subsequently distributed via CPC Connect.*

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