



**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**

**Quebec**

**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**

Marine Chartering Services Directorate/Direction des  
services d'affrètements maritime

11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III, 6C2

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> Expert Technical Advisor	
<b>Solicitation No. - N° de l'invitation</b> T8010-190044/A	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b> T8010-190044	<b>Date</b> 2019-09-06
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MB-004-27404	
<b>File No. - N° de dossier</b> 004mb.T8010-190044	<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 2019-09-19</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<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> Chauvin, Lorraine	<b>Buyer Id - Id de l'acheteur</b> 004mb
<b>Telephone No. - N° de téléphone</b> (873) 469-3856 ( )	<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> <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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Amendment 006 is being issued to provide an answer to submitted questions, to insert a revised Annex B, Basis of Payment, a revised Appendix 4 to Schedule C, and to amend the Solicitation closing date. Questions #1 to #12 were answered in previous Solicitation amendments.

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#### QUESTION #13

Due to complexity of RFP, limited availability of staff with planned vacations and other work commitments, we request an extension of at least two (2) weeks.

#### ANSWER #13

Canada agrees to postpone the closing date by an additional week, to 19 September 2019 at 2:00PM EDT. Extending by more than one week would have a negative impact on the project schedule, considering that Canada wishes to award the contract in October 2019. The Solicitation is modified accordingly.

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#### QUESTION #14

Can Canada confirm that in the event of a response by a Joint Venture Bidder, the project experience of both or all parties can be used in responding to the evaluation criteria for Bidder experience?

#### ANSWER #14

Canada refers Bidders to Standard Instructions 2003 (2019-03-04), more particularly section 04 (Definition of Bidder) and section 17 (Joint Venture).

As stipulated in RFP Part 3 and clarified at Solicitation amendment #005 (Q&A #11), reference projects used to demonstrate corporate experience of the bidding entity must have been completed, or led by, the Bidder itself. In the case of a Joint Venture, the "Bidder itself" is any member of the Joint Venture. Therefore, the project experience of both or all parties can be used in responding to the evaluation criteria for Bidder experience.

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#### QUESTION #15

In the evaluation criteria for PM, SNA, etc., experience points are awarded for years of experience, to a maximum variously stated as 10, 15 or more years. However, the text also requires that such experience be obtained within the last 10, 15 years. These appear to be mutually contradictory. Can Canada confirm that total experience will be taken into account for

these core personnel? Note also that the range of experience required indicates that not all of this is likely to have been obtained while acting as a PM, SNA, etc.

ANSWER #15

Canada confirms that the experience criteria for the proposed Core Project Team (CPT) resources of the Bidder will be evaluated as currently defined in section R 3.

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QUESTION #16

We note that the Master Schedule and Resource Plan must include all key activities, durations and resource requirements for Phase 1 and Phase 2. However, the duration of most elements is not under the Bidder's control. Will proposals be evaluated based on compliance with the notional timelines of the RFP or on realistic evaluations of the probable nature and duration of activities?

ANSWER #16

Bidders are required to submit a Master Project Schedule (MPS) and Project Resource Plan (PRP), in accordance with the requirements of R1a and R1b, that describe the Bidder's approach to undertaking Work activities within project timelines as described in the SOW, Appendix A. The SOW Appendix A represents Canada's best estimation of the Work activities required to deliver Phase 1 and Phase 2.

The Bidder's MPS and PRP should reflect an achievable approach to successfully delivering Phase 1 and Phase 2, within the project timelines described in SOW Appendix A, as well as providing key assumptions, constraints and potential third party factors that could impact the MPS. The MPS should include the addition of necessary work activities not described in SOW Appendix A, as well as the number and type of resources required to complete the work within the proposed project timelines.

Once the contract is awarded, Canada and the Contractor will discuss all activities to be completed and the Contractor will be required to update the Project Management Plan (PMP), which includes the MPS and PRP accordingly. Updates to the PMP will form part of the monthly Project Progress Reports.

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QUESTION #17

The requirements for the Project Team involve full time work for a minimum of 2 years, an optional additional 4 years, and potential extension beyond this. Appendix 4 defines strictly limited acceptable reasons for replacing any personnel within this very lengthy period. Will Canada offer more flexibility to allow for re-assignment?

ANSWER #17

Canada agrees to offer more flexibility to allow for re-assignment by adding the following text to the last sentence of the first paragraph of Appendix 4: “or any other reason deemed acceptable by Canada, in its sole and absolute discretion”.

Appendix 4 to Schedule C is modified accordingly.

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QUESTION #18

Bidders are required to quote fixed labour rates for 8 years into the future, with no possibility of adjustment. In other services contracts of this nature, Canada has proposed the use of a suitable inflation index to reduce the risk to Bidders – and Canada - resulting from unexpected changes in economic circumstances. Will Canada consider adjusting the basis of payment to account for this?

ANSWER #18

Bidders are required to include firm per diem rates for all proposed Core Project Team, Supplemental Project Resources and Other Resources. Bidders are expected to include anticipated inflation adjustments in their annual per diem rates. Canada will not subsequently apply an inflation escalator to the rates outlined in the bid.

An inflation escalator will be included for any work completed past the expected end dates of each phase. Annex B, Basis of Payment, is modified accordingly.

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QUESTION #19

The Basis of Payment for Phase 1 and 2 appears to include a guaranteed 2 years for Phase 1 and 4 years for Phase 2, irrespective of how long these phases actually last. How will Canada adjust these payments in the event of a longer or shorter duration?

ANSWER #19

Please see Revision 1.0 to the Basis of Payment

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#### QUESTION #20

The Basis of Payment for Supplementary Resources in Phase 2 are tied to years 3, 4 etc, but it is unclear whether these will be adjusted to account for the actual start date of the work. Can Canada clarify the intention?

#### ANSWER #20

Please see Revision 1.0 to the Basis of Payment.

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#### QUESTION #21

The deliverables requirements include a need for all drawings to be in Autocad or Aveva; however, it is likely that many drawings will be mark-ups of shipbuilder versions. Can Canada confirm the drawing (and other deliverable) formats in which shipyard product will be provided?

#### ANSWER #21

Canada confirms that the Shipyard will receive and deliver drawings using Autocad, dwg or pdf formats. For project scheduling, the Shipyard uses Primavera.

Annex A, Statement of Work, will be modified accordingly at a later date.

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#### QUESTION #22

The RFP states that bids will be evaluated based on the listed Mandatory and Rated criteria, but there appear to be many other mandatory requirements that will not be evaluated, such as security, ability to provide deliverables in both official languages, etc. Will Canada provide an updated list of all mandatory items to be included in the proposal to ensure that this is fully understood by all Bidders?

#### ANSWER #22

All information required to be included in the bid proposal is outlined in the RFP. Bidders are responsible to satisfy all requirements, as specified in the RFP, in their bid proposal. Any specific questions about bid submission requirements and contractual requirements may be sent to the Contracting Authority.

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#### QUESTION #23

None of the evaluation criteria for corporate or personnel experience include work undertaken for the Canadian federal government. As an understanding of federal procurement policies and procedures will be essential to the work of the Technical Advisor, will the government consider adding suitably weighted criteria for this key consideration?

#### ANSWER #23

Canada declines to amend the RFP to include additional weighted criteria for corporate or personnel experience undertaken for the Canadian federal government.

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#### QUESTION #24

Can the government provide its definition of “completed” for projects submitted in response to criteria M1 and M2? Must this include design, construction and warranty phases, including any extended warranties (which are often unknown to a 3<sup>rd</sup> party designer or expert)? For multi-ship projects, must it include all vessels in the class or only the first of class?

#### ANSWER #24

For M1 and M2, Canada considers a completed project to include the completion of the construction phase of a shipbuilding, ship conversion, or ship modernization project.

For a multi-ship project, Canada considers the delivery of at least one vessel, i.e. first of class, resulting from a shipbuilding, ship conversion, or ship modernization project as a completed project.

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#### QUESTION #25

Can the government provide its definition of “hybrid” propulsion? There is no standard or unique definition in the industry for this, and it is variously used to cover CODAD, COGAD, diesel-electric PTO/PTI, energy storage systems, etc.

#### ANSWER #25

Canada considers examples of hybrid propulsion to include any propulsion system designed to operate using both a fueled power source (e.g., a diesel engine) and a stored energy source (e.g., a battery bank and electric engine).

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## QUESTION #26

The Project Resource Plan is required to provide information on current project and transition plans for resources. We note that the period of bid validity has been extended from 60 to 180 days. If fully exercised this will mean that projects will have concluded and others will have been initiated, as no bidder can afford to have key staff idle in anticipation of potential work. Will the government either (a) reduce the period of bid validity to the standard 60 days or (b) provide an anticipated date of contract award to allow for a meaningful Resource Plan to be developed?

## ANSWER #26

Although Canada anticipates awarding the contract to the selected External Technical Advisor within 60 days of the bid closing date, due to the possibility of unforeseen delays, Canada has elected to use a bid validity period of 180 days.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

## BASIS OF PAYMENT

In the performance of the Work detailed in Annex 'A' the Contractor agrees to be paid as follows:

### 1.0 PHASE 1 – CORE PROJECT TEAM

For the provision of a Core Project Team of three qualified resources, a fixed firm monthly rate of \$\_\_\_\_\_/month, based on 220 days of work per year multiplied by the following per diem rates, divided by 12 months:

Core Project Team (CPT)	Per Diem Rate Phase 1		Annual Price Phase 1	
	Year 1	Year 2	Year 1	Year 2
Project Manager				
Senior Naval Architect Engineer				
Senior Marine Engineer				
Annual Price for CPT (Sum of all three CPT resources)				
<b>Monthly Price for CPT</b> (Annual price divided by 12 months)				

### 2.0 PHASE 1 - FIRM RATES PER CATEGORY OF RESOURCES

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

A. Supplemental Project Resources	Per Diem Rate - Phase 1	
	Year 1	Year 2
Senior Marine Systems Engineer		
Senior Electrical Systems Engineer		
Cost Estimation Specialist		
Draftperson		
Marine Procurement Specialist		
B. Other Resources proposed in the Contractor's Project Management Plan		

### 3.0 OPTIONAL PHASE 2 – CORE PROJECT TEAM

For the provision of a Core Project Team of three qualified resources, a fixed firm monthly rate of \$\_\_\_\_\_/month, based on 220 days of work per year multiplied by the following per diem rates, divided by 12 months:

Core Project Team (CPT)	Per Diem Rate – Phase 2			
	Year 3	Year 4	Year 5	Year 6
Project Manager				
Senior Naval Architect Engineer				
Senior Marine Engineer				
Annual Price CPT (220 days per year)				
<b>Monthly Price CPT</b>				

### 4.0 OPTIONAL PHASE 2 - FIRM RATES PER CATEGORY OF RESOURCES

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

A. Supplemental Project Resources	Per Diem Rate - Phase 2			
	Year 3	Year 4	Year 5	Year 6
Senior Marine Systems Engineer				
Senior Electrical Systems Engineer				
Cost Estimation Specialist				
Draftperson				
Marine Procurement Specialist				
<b>B. Other Resources proposed in the Contractor’s Project Management Plan</b>				

**5.0 OPTIONAL PHASE 3 - FIRM RATES PER CATEGORY OF RESOURCES**

For the provision of qualified resources on an “as-and-when-required” basis, subject to a Task Authorization, the following per diem rates for actual hours worked on the project to procure two new ferry vessels, divided by 8 hours/day:

<b>A. Core Project Team</b>	Per Diem Rate - Phase 3	
	Year 7	Year 8
Project Manager		
Senior Naval Architect Engineer		
Senior Marine Engineer		
<b>B. Supplemental Project Resources</b>		
Senior Marine Systems Engineer		
Senior Electrical Systems Engineer		
Cost Estimation Specialist		
Draftperson		
Marine Procurement Specialist		
<b>C. Other Resources proposed in the Contractor's Project Management Plan</b>		

**6.0 PERIOD OF VALIDITY OF RATES**

The firm rates for each year are valid for the following periods:

Phase 1:

Year 1: From date of contract award to December 31, 2020

Year 2: From January 1, 2021 to December 31, 2021

Phase 2:

Year 3: From January 1, 2022 to December 31, 2022

Year 4: From January 1, 2023 to December 31, 2023

Year 5: From January 1, 2024 to December 31, 2024

Year 6: From January 1, 2025 to December 31, 2025

Phase 3:

Year 7: From January 1, 2026 to December 31, 2026  
Year 8: From January 1, 2027 to December 31, 2027

## **7.0 ECONOMIC PRICE ADJUSTMENT**

For work performed during Phase 1 after December 31, 2021:

The firm rates will be adjusted based on the average percentage change in the latest published Architectural, Engineering and Related Services Price Index (AESPI), percentage change, quarterly, Table 18-10-0164-01, published by Statistics Canada.

For work performed during Phase 2 after December 31, 2025:

The firm rates will be adjusted on the average percentage change in the latest published Architectural, Engineering and Related Services Price Index (AESPI), quarterly, Table 18-10-0164-01, published by Statistics Canada.

For work performed during Phase 3 after December 31, 2027:

The firm rates will be adjusted based on the average percentage change in the latest published Architectural, Engineering and Related Services Price Index (AESPI), percentage change, quarterly, Table 18-10-0164-01, published by Statistics Canada.

The Statistics Canada index is available at the following address:

[https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810016401&request\\_locale=en](https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810016401&request_locale=en)

## **8.0 NON COMPETED RATES**

The Contractor certifies that the Per Diem rates proposed for Other Resources proposed in the Contractor's Project Management Plan are not in excess of the lowest prices charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

## **9.0 TASK AUTHORIZATION**

The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA).

The Task Authorization process is detailed in the Articles of Agreement.

The Task Authorization form is provided at Annex 'C' of the Contract.

## **10.0 TRAVEL AND LIVING**

The Contractor agrees to be paid for reasonable and proper Travel and Living (T&L) expenses related to authorized travel under this Contract at cost incurred, **without any**

**allowance for mark-up**, to a maximum of the National Joint Council (NJC) guidelines in effect at time of travel, except for incidentals which are not to be paid to contractors on government-approved travel. The Travel Directive is available at <https://www.njc-cnm.gc.ca/directive/d10/en>

All travel is subject to a Task Authorization. Travel requests will only be considered for a work location or meeting place which is located more than 100 kilometers from the Contractor's place of business or the resource's home, whichever is closer.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

## **11.0 INTERPRETATION**

### **11.1 Per Diem Rate**

A time rate whereby the contractor is paid a fixed rate inclusive of payroll and overhead costs and profit, for each normal working day as defined in the contract.

The Per Diem rate is based on an 8 hour work day.

**APPENDIX "4", Revision 1.0**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default, or any other reason deemed acceptable by Canada, in its sole and absolute discretion.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

IN WITNESS THEREOF THIS CERTIFICATE HAS BEEN SIGNED THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ BY AN AUTHORIZED  
REPRESENTATIVE OF THE BIDDER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

AT: \_\_\_\_\_