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**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  
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K1A 0S5

<b>Title - Sujet</b> Engineering Support Services Engineering Support Services	
<b>Solicitation No. - N° de l'invitation</b> F7044-190233/C	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> F7044-190233	<b>Date</b> 2021-10-15
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$MC-037-28317	
<b>File No. - N° de dossier</b> 037mc.F7044-190233	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-11-19</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gandolfini, Gianmarco	<b>Buyer Id - Id de l'acheteur</b> 037mc
<b>Telephone No. - N° de téléphone</b> (819) 271-6136 ( )	<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>
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<b>Signature</b>	<b>Date</b>

Amendment 003 is raised to make the following changes to the solicitation, to answer Bidders' questions and to extend the closing date to November 19, 2021.

1. **DELETE** Article 5.1.2.1 Price Certification in its entirety.

**REPLACE WITH:**

**5.1.2.1 Resource Consent Form**

Bidders must include with their bid the completed Resource Consent Form located at Appendix 1 of Annex C for all Named Resources that are not employees of the Bidder.

2. **ADD** Article 5.1.2.4

**5.1.2.4 Exclusivity Certifications**

For the purpose of this section "Named Resources " means any individual resource that is named in the bid in response to Mandatory Criteria, Point-Rated Criteria or both.

**5.1.2.4.1**

Named Resources and their employers/companies can only be part of one Bid. If 2 bids have any of the same Named Resources and/or employers/companies, both bids will be deemed non-compliant and will be excluded from further consideration.

Example:

Company A (Bidder) includes a Named Resource "Person X" who is employed by Company B. Employees from Company B and Person X may only be part of one bid, in this case the bid by Company A.

**5.1.2.4.2 Certification by the Bidder**

The Bidder acknowledges and agrees that Named Resources and their employers/companies can only be part of one Bid. Accordingly, the Bidder agrees that if 2 bids have any of the same Named Resources and/or employers/companies, both bids will be deemed non-compliant and will be excluded from further consideration.

Full (legal) name of Bidder \_\_\_\_\_

Name of person who can bind the Bidder \_\_\_\_\_

Signature of person who can bind the Bidder \_\_\_\_\_

Date \_\_\_\_\_

#### 5.1.2.4.3 Certification by Named Resources

This is to confirm that I, [\[Insert name of Resource\]](#), give my permission exclusively to [\[Insert name of Bidder\]](#) to include me as a resource in its bid for Solicitation F7044-190233/C. I understand and agree that I can only be named as a resource to one Bidder for Solicitation F7044-190233/C.

Name of Resource: \_\_\_\_\_

Signature of Resource: \_\_\_\_\_

Date: \_\_\_\_\_

3. **DELETE** 6.12 Priority of Documents in its entirety.

**REPLACE WITH:**

#### 6.12 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 (4007, 2010-08-16, Canada to own intellectual property rights in foreground information);
- (c) the general conditions (2035, 2020-05-28, Higher Complexity – Services);
- (d) the general conditions (1031-2, 2012-07-16, Contract Cost Principles);
- (e) Annex J - Bidder Questions and CANADA Responses
- (f) Annex B - Basis of Payment;
- (g) Annex A - Statement of Work;
- (h) Annex G - Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_.

4. **DELETE** Annex J - Bidder Questions and Canada Responses in its entirety.

**REPLACE WITH:**

### Annex J

#### Bidder Questions and CANADA Responses

#### F7044-190233 – Engineering Support Services Questions and Answers:

**Q1:** TM2 requires “significant knowledge of the Classification Society requirements for vessel stability and hull structures”. TM2 pass describes that “the knowledge is demonstrated ... for

work related to the modification of the hull and hull structure of a Class approved steel hull vessel.” It appears that this does not necessarily demonstrate significant knowledge of vessel stability. Can Canada confirm that vessel stability analysis work can be used to demonstrate TM2?

**A1:** Either vessel stability, hull structures or a blend of the two can be used to demonstrate TM2.

**Q2:** LCC#1. Lifecycle costing. Lifecycle costing for new construction and for in service vessels over 40m in length requires the same skills and experience, and is more commonly delivered in a new build program than for an in service program where major equipment is already installed. Would Canada consider allowing life cycle costing for new construction references count as well?

**A2:** Only in-service vessels will be accepted for this criteria.

**Q3:** We are considering submitting a Proposal for Services to meet the requirements of this RFP. Our question is that our engineering support services are based in another country. Can we still submit a bid? We do not know the ratio of work between our two companies, as the technical requirements have not been defined. All field inspections and vessel attendance will be carried out by our Canadian employees across Canada as needed from our Canadian Offices. Support (engineering) services (drawings etc) would be from our parent company in another country. Would this be acceptable to CANADA?

**A3:** As this solicitation is limited to Canadian services, the bid must meet Canadian content requirements.

Article 4 of the SACC Manual Clause A3050T Canadian Content Definition states that:  
Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

**Q4:** Could you please provide a Word copy of the RFP.

**A4:** No. Bidders will need to use the PDF document released on buyandsell. But Bidders can ask the Contracting Authority for the Word version of the Engineering Changes Form and the On Site Support Form.

**Q5:** Capacity Plan, Clause 6 Annex A. Please clarify what ‘available resources’ are meant to include. Very few companies have employees waiting idly for work and ideally all employees of a company are gainfully employed for some period. What makes a person available?

**A5:** ‘Available resources’ refers to any resource from the Bidder organization/ Bidder team that has relevant experience with in-service vessels that may be called upon during the course of the contract, it does imply a commitment that the resource is immediately available at the time of bid submission.

**Q6:** Page 6 of 14 of the Technical Evaluation Plan (PDF page 65/81) references vessels with an 'Icebreaking Notation'. This term is not one that is recognized in any IACS set of rules that we know about. Common terminology is a 'icebreaker' notation or an 'ice class' notation. The icebreaker notation is fairly recent and very few if any vessels with this notation have been modified by any country. Please clarify what "icebreaking notation" is referring to.

**A6:** Icebreaker notation or ice class notation may be used, as applicable, for this response.

**Q7:** We note that any reference to new construction experience that was evident in the draft RFI phase has been removed. A company with extensive new construction experience but little repair or modification experience would probably not qualify for this contract. Please confirm if this is Canada's intent.

**A7:** As per the SOW, work on new builds will be outside of the scope of the ESS contracts. In alignment with this, technical evaluation criteria focuses on in-service vessels as that is the work that will be required.

**Q8:** The Engineering Changes Forms to be submitted are limited to a maximum of 10 vessels over 40 meters in length. Each form includes all the Naval Architecture/Structural, Mechanical and Electrical attributes identified by the Canadian Coast Guard. It is highly unlikely that any one vessel that is considered suitable for submission will meet all of these requirements. Is this Canada's intent?

**A8:** It is not anticipated that all vessel examples submitted for the EC criteria will meet every single sub-criteria. As indicated in the Engineering Changes Point rated criteria: *The Bidder should strive to use reference projects that contain as many of the task criteria as possible within the 10 project limit.*

**Q9:** Based on a potential 9-year contract duration including options, a resource initially identified as Junior may be promoted to an Intermediate position (or Intermediate to Senior etc.) during that time period.

- a. How will their rates be adjusted with this contract? Will the rate table be updated at each contract renewal date?
- b. Can it be updated if an employee is promoted?
- c. Can a contractor change personnel at each option renewal?

**A9:**

- a. Rates will be adjusted yearly as per article 7 and 7.1 of the Annex B - Basis Payment.
- b. Yes. The Contractor will be able to update the rate of pay of named resources when they get promoted. The Contractor will need to follow the same instructions in article 8.1 (Internal Resources) to update pay rates after a promotion.

c. If a Contractor needs to change personnel during the Contract period, they must comply with article 08 (Replacement of specific individuals) in SACC clause 2035 (General Conditions - Higher Complexity - Services).

**Q10:** Clause 6.8.3 on Page 27 of 49 deals with progress payments and states that monthly payments will be made no more frequently than monthly. Item 7, page 8 of 9 of the Scope of work refers to bi-monthly payment (every 2 months) of invoices. Please confirm what is the frequency of progress payments Canada will make.

**A10:** This is to reflect flexibility. Canada can make progress payments monthly if invoiced, and if it is preferred by the contractor to provide invoices bi-monthly (every two months) as it is administratively easier for the Contractor, then the payments would accordingly become bi-monthly.

**Q11:** Annex C – Technical Evaluation Plan - EC1 states:

“The Bidder may use up to a maximum of 10 different vessel \*projects to earn the total of 180 points”

The only definition of “Project” in the RFP is provided in Part 1 as:

“Project is defined as a number of engineering changes to a specific vessel performed concurrently during a fixed period of time”

Please confirm that this is restricted to one vessel per contract?

**A11:** This is one vessel per contract.

**Q12:**

Part 1: CO#1 evaluation criteria suggests that the reference vessels has to be 40m in length. Is this an error? Should it be like the other criterion and be “over 40m”? (Ref: Annex C, Rated Technical Criteria, Government Contracting, pg 64 of 81)

Part 2: Do max points under CO#1 require 2 projects?

**A12:**

Part 1: Yes, the criterion should read ‘over 40m’.

Part 2: Yes.

**Q13:** Is there a max permissible mark-up?

**A13:** Yes. 20% is the maximum allowable mark-up rate.

**Q14:** The mandatory core team in Part 1 must:

“substantiate their proposal reflecting each category of resource, the Bidder must use the referenced Instructions (template) for each named resource.”

The only resource template provided is in Part 2 of the RFP. Is it intended that the mandatory core team use the same resource template? which for project references simply identifies the “project name and year only”.

**A14:** This was included in error. There is no specific template for the mandatory criteria.

**Q15:** The Point Rated requirements for additional resources under CAP#2 do not specify any minimum levels of qualifications or experience; nor do they require bidders to demonstrate that this team covers the range of disciplines needed to fulfil the scope of work described under Annex A. All individuals listed will score the same number of points. Can CCG clarify how bids will be compared to ensure that a highly qualified multi-disciplinary team will be favoured over a minimally-qualified single-discipline team? Note that project examples could potentially have been undertaken technically entirely through the use of subcontractors.

**A15:** CAP#2 has sub-categories for the disciplines of marine mechanical, naval architecture, and marine electrical. Note as well that as per EC1 “All engineering work presented must have been performed by the Bidder team (resources from TM#1-4 and CAP#2), work by sub-contractors that are not part of the proposed ‘Bidder Team’ for the ESS will not be accepted and no points will be awarded for any such projects cited”.

**Q16:** The mandatory core team in Part 1 Marine Mechanical SME description states:

“which the marine mechanical SME led or oversaw work related to the modification of the marine mechanical system”

However, the pass criteria states:

“SME in the last ten (10) years that were led or overseen by the marine mechanical SME for work related to the modification of the propulsion system”

Please confirm that the pass criteria includes work related to marine mechanical systems.

**A16:** The description should read: “SME in the last ten (10) years that were led or overseen by the marine mechanical SME for work related to the modification of the propulsion system” as aligned with the pass criteria.

**Q17:** The RFP requires that Contractors offer a core team of 7 personnel, and a resource pool of up to an additional 28 technical personnel. The RFP also states:

“The Contractor must provide an updated Capacity Plan at the time of the Kick-off meeting (described at section 8) and update it at least once annually for the duration of the Contract to indicate the Contractor’s list of available resources. The Capacity Plan is not meant to reflect all personnel to be immediately assigned to tasks, but rather the full breadth of available resources on the Contractor’s core team that may be used to complete tasks under the Contract.”

However, no indication is provided of the expected level of effort for any or all bundles, and this makes it difficult to develop any form of meaningful Capacity Plan. Will Canada please provide its estimates for the level of effort under each of the three bundles for at least the initial period of the contract?

**A17:** The Capacity Plan is to be provided at Kick-off meeting for record keeping purposes to confirm its standing. It is understood that the Capacity Plan may or may not have changed from the time of Bid submission.

The annual update of the Capacity Plan is merely intended to be a cumulative roll-up of all resources added over the course of the year.

**Q18:** Annex C – Technical Evaluation Plan - EC1 defines the “Project” as such: “Project is defined as a number of engineering changes to a specific vessel performed concurrently during a fixed period of time”. Would Canada accept a “Project” that consisted of a number of separate EC projects that were all implemented in a single refit/drydock period? The requirement to have all engineering changes completed as a single engineering project would penalize companies that have extensive experience in working with CCG due to CCG’s typical procurement process for engineering services.

**A18:** Yes, work culminating in multiple engineering changes being implemented in a single refit/drydock period would constitute a ‘fixed period of time’.

**Q19:** Both “Engineering Changes” Form and “On Site Support” Form provided in Annex C – Technical Evaluation Plan - require to indicate the date the vessel returned back to service. Due to COVID-19 situation, there have been some major refit projects that experienced significant delays. Can Canada clarify whether the vessel returning to service after a refit is a mandatory requirement and thus such projects cannot be used as reference for this RFP? Or would completion of the engineering work (including regulatory approvals, acceptance by client, award of implementation work to the shipyard) be considered as an acceptable project completion?

**A19:** For work affected by the Covid-19 situation, the vessel does not have to be returned to service. Completion of the work can be indicated by a minimum of one of the following proposed items: acceptance by client and/or award of the implementation work to the shipyard (note that regulatory approvals are already a requirement within the criteria). The Bidder must indicate for these particular projects that they were impacted by Covid-19.

**Q20:** Are companies permitted to be part of several bids, or are all teams intended to be exclusive?

**A20:** Companies and Named Resources need to be exclusive to 1 bid. Please refer to 5.1.2.4 Exclusivity Certifications in this amendment.

**Q21:** Can a company who is not submitting a proposal as a Bidder be on more than one proposal as a member of a Bidder’s Team?



**A21:** No. Please refer to 5.1.2.4 Exclusivity Certifications in this amendment.

**Q22:** As the objective of clause 6.19 appears to be to prevent unfair advantage, we would assume that the definition of "follow-on" work would refer to shipyard work performed on a specific vessel on which engineering work was performed under this contract. Please confirm this clarification?

**A22:** Yes. Shipyard work is included as follow-on work.

**Q23:** If a Bidder is successful and is awarded a contract for one particular vessel bundle (e.g. Central Plus), we would assume that would not impose any restriction related to follow-on work from a different vessel bundle (Western Plus, Atlantic Plus) as there would be no advantage gained?

**A23:** Yes. A successful Bidder is only restricted from bidding on follow-on work for the vessels in the bundle specified in their Contract.

**Q24:** Will separate operating entities of the same corporate family have restrictions regarding "follow-on work"?

**A24:** Successful Bidders will need to comply with article 6.19 Restrictions on Bidding. Bidders interested in the follow-on work will need to comply with the provisions set in the follow-on work's RFP.

**Q25:** Clause 5.4 , Restriction on Bidding, is not clear to us. There are 3 issues involved:

- a. What does it mean to be a Bidder? Can the winner of an ESS contract subsequently act as a subcontractor and support a shipyard who is chosen to perform the work on the vessel(s)?
- b. What is the definition of "follow on work"? Is it more detailed engineering or actual 'hands-on' or 'blue collar' work.
- c. If a bidder for the ESS work wins one of the bundles, is he restricted from bidding for 'follow on work' on the two remaining bundles?

**A25:**

- a. Bidder is defined in the SACC Manual Clause 2003 Standard Instructions.

An ESS Contractor must comply with the clause 6.19 Restrictions on Bidding.

- b. Follow-on work is broadly defined in the clause 5.4 and 6.19 Restrictions on Bidding clause. Follow-on work includes but is not limited to Shipyard work and Single System Integrator work.

- c. A successful Bidder is only restricted from bidding on follow-on work for the vessels in the bundle specified in the successful Bidders' Contract.

**Q26:** Can I engage any overseas JV or subcontractor?

**A26:** Please refer to Q&A #3 above.

**Q27:** Is it possible that we can purchase the Insurance upon receiving the Purchase Order?

**A27:** Please refer to Article 6.13 Insurance – Specific Requirements.

**Q28:** Page 40 of 49, Annex C -Technical Evaluation Plan states that: Any member of the Bidder's Team can be used to meet the technical evaluation criteria below. The Bidder Team includes the Bidder and any subcontractors named in the Bid. The Bidder must fully disclose the names and roles of each member of the Bidder's Team and may submit experience obtained by each named member of the Bidder's Team to fulfil the evaluation requirements.

Canada is requested to identify where and how "subcontractors named in the bid" are to be identified in our response and how a named subcontractor is differentiated from an unnamed subcontractor. What documentation from a named subcontractor is required to be submitted with a bidder's response?

**A28:** The Bidder will indicate the organization/company that all resources are part of in Table 1: Firm Hourly Rates for Mandatory Core Team and Table 2: Firm Hourly Rates for Internal Additional Resources located in Annex B. There is no "unnamed subcontractors".

**Q29:** Page 35/49 of the RFP states that "All rates of pay (labour rates) must be supported with copies of paid invoices (invoiced in the past 2 years prior to solicitation date) for the like quality and quantity of the goods, services or both sold to other customers"

Canada is requested to clarify what constitutes a paid invoice and what must be supported actually means. Do invoices have to show the personnel named in our proposal or only the Category of labour that was invoiced?

**A29:** To clarify, Bidders must submit an invoice (that has been invoiced in the past 2 years prior to solicitation date) for each named resource in Table 2: Firm Hourly Rates for Internal Additional Resources located in Annex B. Canada will verify that the rates identified in Table 2 match the submitted invoices.

The invoices can show the rate of the Named Resource or the Category labour rate.

**Q30:** As this will be a competitively awarded contract, we request that Canada remove the requirement to provide most favored pricing certification (C0002T). We note that the recommended use for this SACC item states it should be used "in all non-competitive firm price contracts, for commercial goods and/or services, other than petroleum products, valued at \$50,000 or more, to be awarded to Canadian-based suppliers other than agency and resale

outlets.” (SACC Manual - Section 5: Standard Procurement Clauses – Price Certification – Canadian-Bases Suppliers).

**A30:** This Amendment deleted 5.1.2.1 Price Certification. Please note that clause 5.1.2.2 Internal Additional Resources Price support still applies as Internal Additional Resources' rates are not evaluated.

**Q31:** Could Canada please confirm that the Restrictions on Bidding only apply to work that is related to the scope of work of the ESS Contract in the bundle(s) awarded to the Contractor (as there could be other scope of work contracted in support of the vessels named the ESS Contract bundles, for example an emergency docking)?

**A31:** Successful Bidders will need to comply with article 6.19 Restrictions on Bidding. Bidders interested in the follow-on work will need to comply with the provisions set in the follow-on work's RFP.

**Q32:** Could Canada further confirm whether it intended for the restriction on bidding to have a time limit?

**A32:** There is no time limit.

**Q33:** Please clarify when the Resource Consent Form (RCF) is to be used. In Annex B (Financial Evaluation, Page 33 of 49) it appears to state that the RCF is to be used for subcontracted personnel only yet elsewhere in the RFP the term appears to apply to all named personnel who may be employees of the bidder or the subcontractor.

**A33:** Named Resources that are not employees of the Bidder need to complete the Resource Consent Form. Please refer to 5.1.2.1 Resource Consent Form in this Amendment.

**Q34:** Each of the “On Site Support” and “Engineering Change Forms” supplied by Canada include a line that reads “Title/Role of the Project/Contract”. It is not exactly clear to us what is being asked for in this regard. Please confirm if this is a person employed or retained by the Client who was responsible for the project or something else. Depending upon the age of the project the Client contact may no longer be available or accessible. What is the bidder expected to do if this person is not available having left their employer, passed away or in some other fashion is unreachable?

**A34:** This is an editorial error. It should read ‘Title/Role of the Project Contact’. The Bidder must provide the title and role, as per the instruction. If the Bidder is concerned about the current whereabouts of the contact, they may simply indicate that in the response.

**Q35:** Page 60/81 of the pdf copy of the RFP says: Each SME must: a. Possess a Technical Certificate(s), or Technical Diploma(s), or Engineering Diploma(s) in the respective discipline to qualify as the marine electrical SME, naval architectural SME, or marine mechanical SME in order to be compliant.

Will Canada please confirm what they are expecting as proof that the proposed SME has the qualifications required?

**A35:** The Bidder must indicate the level/type of education in the response, as applicable. For this response, a resume style format is recommended. See the response to Question 37 for further elaboration on the format.

**Q36:** Page 60/81 of the pdf copy of the RFP (Page 1 of 14 of Annex C - Technical Evaluation Plan) requires that each of the TM 1-4 SMEs has "significant knowledge of the Classification Society rules related to the requirements for..."

Canada is requested to confirm how this specific requirement is to be proven to their satisfaction by the bidder.

**A36:** Responses should identify the class society and confirm that the vessel is classed. See the response to Question 37.

**Q37:** Page 60/81 of the pdf copy of the RFP (Page 1 of 14 of Annex C - Technical Evaluation Plan) states that "the knowledge is demonstrated using a minimum of two (2) previous projects per SME in the last ten (10) years that were led or overseen by the..."

Will Canada please confirm what proof of the two previous projects is required from the bidder and what content that proof must include. Are bidders to assume that the two previous projects performed by an SME is one on the 10 EC projects that are also to be submitted or can other projects performed by the SME be used?

**A37:** Bidders may use EC projects or non-EC projects.

For each example, the Bidder must provide the

Project Name:

Name of Client/Owner:

Vessel Name/Length/Country of Construction/Country of Operation:

Class Society of vessel:

Total duration of the SMEs time on the Project(MM/YYYY):

List of tasks conducted by SME on project:

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