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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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Issuing Office - Bureau de distribution

Ship Construction, Refit and Related
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11 Laurier St. / 11, rue Laurier

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Gatineau

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K1A 0S5

Title - Sujet Engineering Support Services Engineering Support Services	
Solicitation No. - N° de l'invitation F7044-190233/C	Amendment No. - N° modif. 009
Client Reference No. - N° de référence du client F7044-190233	Date 2021-11-16
GETS Reference No. - N° de référence de SEAG PW-\$\$MC-037-28317	
File No. - N° de dossier 037mc.F7044-190233	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-11-26 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Gandolfini, Gianmarco	Buyer Id - Id de l'acheteur 037mc
Telephone No. - N° de téléphone (819) 271-6136 ()	FAX No. - N° de FAX () -
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Instructions: See Herein

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Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Amendment 009 is raised to make the following changes to the solicitation and to answer Bidders' questions.

1. **DELETE** Appendix 1 to Annex C – Resource Consent Form in its entirety.

REPLACE WITH:

APPENDIX 1 TO ANNEX C – RESOURCE CONSENT FORM

Instructions: (1) This form is only to be used for resources named in the bid in response to Mandatory Criteria, Point-Rated Criteria or both. If the resource is named in the bid, but is not evaluated, then this form is not required. (2) Alternatively, if, during the period of the Contract, a resource named in the bid in response to Mandatory Criteria, Point-Rated Criteria or both is proposed for replacement by another resource that was not evaluated as part of the bid, the Bidder must submit this form for the replacement resource. (3) Please complete all of the areas in blue and sign the form.

This is to confirm that I, [\[Insert name of Resource\]](#), give my permission to [\[Insert name of Bidder/Respondent\]](#) to include me as a resource in its Bid for Solicitation F7044-190233/C. I also confirm that I have had an opportunity to review the version of my résumé included with the bid and confirm that it accurately represents my work experience and qualifications to the date of bid submission.

Name of Resource: [\[Insert name of Resource\]](#)

Resource Category: [\[Insert Resource Category\]](#)

Signature of Resource: _____

Date: [YYYY/MM/DD](#)

2. **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 not 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:

Q38: Is there a typo in the answer to question #5?

A38: Yes. It has been amended in this solicitation. Please see above.

Q39: The response to question 11 in Amendment 002 is unnecessarily restrictive and does not account for the many ways industry can be contracted for EC work in support of major vessel activities such as a VLE, modernization or major refit. As the original definition states, "Project is defined as a number of engineering changes to a specific vessel performed concurrently during a fixed period of time." This is interpreted to align with a major activity such as a VLE, modernization or major refit. Defining a "Project" in relation to a single contract ignores the many ways clients can contract for engineering support. Clients could contract for EC work associated with major activities such as a VLE, modernization or major refit with a one single contract, issue a series of separate contracts for each EC, or issue contracts covering several vessels. The definition of a project should align with the intent for this contract, a major activity such as a VLE, modernization or major refit and not how it was contracted.

It is requested that Canada remove reference to the contracting method for the definition of a Project and instead define it in relation to ECs done in support of a major activity such as a VLE, modernization or major refit for a specific vessel.

A39: The answer to Q#11 should be interpreted as one contracted refit period, not one contract in terms of the engineering changes. Please see A#18 as well. A project that includes task authorizations that contain a number of engineering changes to a specific vessel during a fixed period of time awarded under multi-year, task-based contract(s) will be accepted under the definition of a "project" provided that this fixed period of time is a single refit/drydock period, as aligned with Answer 18.

However, engineering changes that involve identical solutions that have been applied across multiple vessels will not be accepted as separate projects regardless of whether they are implemented under one multi-year, task-based contract or various contracts. For example, an engineering change developed for vessel 1 that is then applied to vessels 2, 3 etc., will only be accepted as 1 project and will not be accepted for additional projects submitted (e.g., vessels 2, 3 etc).

Q40: The proposed contract requires regular meetings and submission of plans and reports. Will these be covered (compensated) under an ongoing Project Management tasking, or are they expected to be an overhead item.

A40: All tasks including meetings and reports will covered (compensated) through Task Authorizations.

Q41: Clause 6.19.2 notes that a successful contractor will not be eligible to participate as a Bidder in follow-on work. Can a Contractor be named and/or used as a subcontractor by a Bidder for follow-on work, provided that the Contractor complies with the prohibitions under 6.19.2?

A41: ESS Contractors will need to comply with article 6.19 Restrictions on Bidding. Also Bidders are requested to review Article 4.2 Repair Yard Support of Annex A.

Q42: Stated that "The naval architectural SMEs must have significant knowledge of the rules related to Classification Society requirements for vessel stability and hull structures for steel hull vessels. This knowledge must be demonstrated by listing a minimum of two (2) previous projects per SME within the last ten (10) years for which the naval architect SME led or oversaw work related to the modification of the hull and hull structure of a Class approved steel hull vessel in order to be compliant."

Can it be any overseas vessels? or it must have to be Canadian Vessels or Operated in Canadian waterways?

A42: As aligned with the EC and OS criteria, the vessels don't need to have been constructed in, or operate in Canadian waters, but the work needs to have been performed by the Bidder team resources located in Canada.

Q43: Annex C – Technical Evaluation Plan, Part 1 – Mandatory Criteria states that the marine electrical SMEs must have "led or oversaw work related to the modification of the electrical power generation system and distribution system or electrical systems integration of a Class approved vessel".

In the pass/fail criteria table that follows, however, it states that a Pass is achieved only if work by the marine electrical SME was "for work related to the modification of the electrical distribution system of a Class approved vessel". Since leading electrical systems integration work would provide a sufficient demonstration of the qualifications required of the marine electrical SME, please confirm that the pass/fail criteria table should be corrected to read "for work related to the modification of the electrical distribution system or electrical systems integration of a Class approved vessel".

A43: Yes, the modification of the electrical distribution system or electrical systems integration of existing class approved vessels will be accepted.

Q44: There remains some confusion with the pass/fail criteria for TM 1-3. All three of these categories require demonstration by the bidder that the proposed SME has led or managed two Class Approved modifications in the last 10 years.

The pass/fail criteria specifically limits qualifying projects to those that are only approved by Class. This is now a very narrow and seldom used term that is no longer clearly understood by anyone and taken on its face value, it will severely limit the number of responsible bidders.

Canada is requested to change the pass/fail criteria currently stated in TM1, TM2 and TM3 to a Transport Canada or Classification Society accepted or approved vessel.

A44: Yes, Canada will accept a Transport Canada or Classification Society accepted/approved vessel for TM1, TM2, and/or TM3.

Q45: Regarding the Criteria CAP #2, the last column that we are to fill in is called 'Reference Projects' and has a short additional statement in brackets requiring "project name and year only" to be entered. The only other place that the same language, i.e. 'Reference Projects' is included

is in Part 2, Point Rated Criteria. Bidders are advised to select projects that have as many of the "task criteria" as possible. If a bidder identifies the required number of modification projects based on a compilation of the task criteria that scores the highest points then what data is required to be entered in the last column of the CAP#2 where additional resources are being listed? Is this definition and requirement that shows up in two separate places in the RFP referring to the same thing?

A45: This is for cross-referencing purposes. Where the resource is named elsewhere in the Bid in response to another point rated criteria, identify the associated vessel/project they worked on. If the resource has not been identified elsewhere in the Bid, simply write 'n/a' in the 'Reference Projects' column.

Q46: 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?" An understanding of this is necessary to develop a meaningful response to CAP#1 Onsite Support Plan requirement.

A46: Below is sample scope for a VLE based on previous work:

Replacement of cargo hatch

- Vessel survey to inspect existing hatch and support development of technical requirements
- Development of drawings and specification to support purchase and installation of hatch and hydraulic system integration
- Support acceptance testing and installation inspections

Replacement of sewage treatment plant and vacuum system

- Vessel survey to inspect existing system and support development of technical requirements
- Development of market survey to identify suitable solutions
- Development of specification to support CCG RFP and purchase as GSM
- Support factory acceptance testing
- Development of drawings and specification for STP installation by shipyard
- Support installation inspections and final acceptance testing

Replacement of program boat davit

- Vessel survey to inspect existing equipment and support development of technical requirements
- Development of market survey to identify suitable solutions
- Development of specification to support CCG RFP and purchase as GSM
- Support factory acceptance testing
- Development of drawings and specification for installation by shipyard
- Support installation inspections and final acceptance testing

Upgrade of dynamic positioning system including controllers, bridge workstations, and thrusters

- Vessel survey to inspect existing equipment and support development of technical requirements
- Development of studies to identify suitable solutions

- Development of specification to support CCG RFP and purchase as GSM
- Support factory acceptance testing
- Development of drawings and specification for installation by shipyard
- Support installation inspections and final acceptance testing

Upgrade of main crane

- Vessel survey to inspect existing equipment and support development of technical requirements
- Development of studies to identify suitable solutions
- Development of specification to support CCG RFP and purchase as GSM
- Support factory acceptance testing
- Development of drawings and specification for installation by shipyard
- Support installation inspections and final acceptance testing

Renewal of steel

- Vessel survey to inspect existing condition of vessel and support development of technical requirements
- Development of drawings and specification for repair by shipyard
- Support repair inspections

Replacement of Diesel Generators

- Vessel survey to support development of technical requirements
- Development of studies to identify options and suitable solutions
- Development of specification to support CCG RFP and purchase as GSM
- Support factory acceptance testing
- Development of drawings and specification for equipment installation (structural, mechanical, electrical) by shipyard and modifications to support systems
- Support installation inspections and final acceptance testing

Replacement of gangway

- Support development of technical requirements
- Development of options and suitable solution
- Development of drawings and specification for fabrication by shipyard and modifications to vessel as required
- Support fabrication inspections and final acceptance testing

Addition/replacement of main mast equipment

- Support development of technical requirements
- Development of studies and analyses to identify options and suitable solutions
- Development of drawings and specification for installation and modification by shipyard

The following vessels are anticipated to have a number of tasks within the first 12-18 months following contract award:

Large Vessels – Western Plus Bundle

- Tanu – OPV
- Dumit – Sp Nav
- Eckaloo – Sp Nav

Large Vessels – Central Plus Bundle

- Amundsen – MI

- Des Groseilliers – MI
- Pierre Radisson – MI
- Corporal McLaren (Atlantic) – MSPV
- Griffon (Central) – HEMTV
- Light Icebreaker - LIB

Large Vessels – Atlantic Plus Bundle

- Sir Wilfrid Laurier (Western) – HEMTV
- Martha Black (Central) – HEMTV
- Sir William Alexander (Atlantic) – HEMTV
- Louis St-Laurent – HI
- Earl Grey – MEMTV
- Leonard J Cowley – OPV

Small Vessels – Western Plus Bundle

- Otter Bay – Western – MSSV
- Neocaligus – Western – NSFRV

Small Vessels – Central Plus Bundle

- Ile Saint-Ours – SV

Small Vessels – Atlantic Plus Bundle

- Geliget – SV

Q47: Canada proposes not pay the contractor any incidental expenses allowance for authorized travel, yet under the requirements of the On-site Support Plan Canada stipulates that contractors must plan to have resources onsite for extended continuous periods. Please confirm what basis of payment will be used for extended on-site support, which will necessarily include items other than meals and accommodation?

A47: Basis of Payment for authorized travel remains unchanged.

Q48: Reference to 5.1.2.4 Exclusivity Certifications in Amendment 003. The Canadian industry does not have multiple companies with expertise in some of the required fields. To ensure wider competition, and stronger teams, would Canada reconsider the exclusivity agreements?

A48: The requirement for exclusivity agreements remains unchanged.

Q49: On Page 37/81 – Basis of Payment Table 1, dealing with the Mandatory Core Team, is accompanied by a header that says: “table will be populated by the successful bidders’ proposal”. Please clarify the number of tables to be filled out, who fills them out and what is the purpose of the completed table if the same information is included in the winning proposal(s).

A49: The only tables the Bidder must fill out for the financial bid is Table 1: Firm Hourly Rates for Mandatory Core Team (Page 34 of 49) and Table 2: Firm Hourly Rates for Internal Additional Resources (Page 35 of 49).

Q50: Clause 6.8.1.2.1 on page 26 /81 of the pdf states that if requested by Canada the contractor is required to submit a variety of supporting data for each invoice. Since Canada is requesting supporting information (paid invoices etc.) with the bid what is the purpose of this second requirement?

A50: This is a contract clause and will not be used during the bid stage. For example, it can be used to support prices for replacements or new resources during the contract period.

Q51: In Part 1 – Mandatory Criteria, it is specified that each SME must demonstrated their knowledges by listing a minimum of two (2) previous projects within the last ten (10) years for which the SME led or oversaw work related to the modification of a vessel in order to be compliant. As we have many new employees that have been hired in the recent years, some of them did not have the opportunity yet, to work on 2 bidder's projects applicable to this RFP. Then, would it be acceptable, for an employee to demonstrate its expertise in a project that has been realized in a previous employment? It is understand that such project will not be presented as a EC Project.

A51: It is acceptable for a resource from the Bidder Team to demonstrate its expertise using a project from previous employment. Note that the same applies for the EC criteria.

Q52: In Part 2 – Point Rated Criteria of Annex C, it is mentioned in Criteria NA#1 that the Bidder has to demonstrate its expertise in “developing procedures to IMO 2008 IS Code, supervising inclining experiments and the development of corresponding stability booklet (using Creative Systems GHS software for calculations and modeling performed)”

As a company, we are using another stability software (HydroMax and MaxSurf) to produce our stability analysis. Is the use of GHS is an absolute requirement or experience of firm using other Stability software is acceptable?

A52: HydroMax and MaxSurf are acceptable alternates to GHS for NA#1. However, it should be noted that work under the ESS Contracts will require use of GHS as the primary stability software.

Q53: In Part 2 – Point Rated Criteria of Annex C, it is mentioned in Criteria NA#1 that the Bidder has to demonstrate its expertise in "c. the modification of an existing, or incorporation of a new foundation for a crane with a minimum capacity of 200 tonne-metres". Very few cranes of this capacity exist or are installed on Canadian Vessel. Such cranes capacity are also uncommon on CCG Vessel. Would it be more appropriate to require qualification for a 100 tonne-metres cranes which is much more common on CCG Fleet as on 1200?

A53: Yes, 100 tonne-metres is acceptable.

Q54: Annex B Financial Evaluation Plan requires that for both Mandatory Core Team and Internal Additional Resources “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.”

Most of our invoices and proposals are submitted with breakdowns per task, and rarely resource names or categories of labour are identified. As such, it is going to be very hard to substantiate rates of some individuals through the invoices. Can the rates be substantiated through the an existing Supply Arrangement (as stated in the signed arrangement) for some categories of labour, and not the invoices? In addition to the above, since the invoices from a very short time period are accepted (last 2 years), we are wondering if unpaid invoices could be accepted as well.

A54: Rates submitted for a pre-qualification process/Supply Arrangement are not accepted. Unpaid invoices are not accepted.

Invoices submitted for a contract under a pre-qualification/Supply Arrangement are accepted.

If Bidders do not have invoices that demonstrate the names or categories of labour then Canada will accept invoices for tasks but this must be accompanied with a breakdown of direct labour. The onus is on the Bidder to provide evidence that the submitted breakdown was done at the time of the proposal/invoice, anything retroactively generated for the purposes of the bid will not be accepted. As a reminder, Bidders must sign the rate certification in 5.1.2.2.

Q55: Annex C, Mandatory requirements for TM2 seems to have a mistake or typo in the ‘Fail’ criteria. This is on Page 60/81 of the PDF form. The wording still refers to the requirement to identify ‘design for construction’ or modification of a ...’. We understood that all references to New Construction that had been included in the RFI version of this form have been eliminated from the RFP. Now it seems one fails if they do not mention ‘design for construction’ experience but can’t pass if they do. Please clarify.

A55: This was left in error. The reference to new construction does not apply. The fail criteria only addresses modifications, not 'design for construction'.

Q56: We are not sure in the various rate tables are subcontractors’ rates to be shown with or without Mark up? Please clarify.

A56: All rates in Table 1: Firm Hourly Rates for Mandatory Core Team and Table 2: Firm Hourly Rates for Internal Additional Resources are without mark-up. To clarify, if the Bidder uses resources from another company/organization for tables 1 and 2, mark-up will not be added during the contract period. Mark-up will only be applied to External Additional Resources and Specialists and Technical Data Package (Drawings). Please note that Table 3 External Additional Resources and Specialists will only be used after contract award if additional resources and specialists are required.

Q57: At answer no.39, it is noted that “However, engineering changes that involve identical solutions that have been applied across multiple vessels will not be accepted as separate projects regardless of whether they are implemented under one multi-year, task-based contract or various contracts. For example, an engineering change developed for vessel 1 that is then applied to vessels 2, 3 etc., will only be accepted as 1 project and will not be accepted for additional projects submitted (e.g., vessels 2, 3 etc).”

Our company had the mandate to install the same piece of equipment on multiple vessels within a class. However, the vessels were built in 2 different shipyards and have significant differences in compartment and structural arrangements. Consequently, our company produced two separates engineering packages, one for each vessel, each requiring significant engineering effort. The modifications were then implemented at two different shipyards and we provided on-site support in the two different shipyards. Following the CCG answer no.39, our company would like to know if it is acceptable for CCG to consider works for these two vessels as two separate projects?

A57: The term identical solution at A#39 should be interpreted as meaning there was no additional engineering effort required as the vessels were of the same configuration. If the engineering change to the vessel resulted in the same solution (e.g., change to a specific system or installation of a new piece of equipment) but required additional level of engineering effort and resulting engineering work due to differences in the configurations of the vessels, that will be accepted as two different projects. However, the onus is on the Bidder to demonstrate how the engineering changes for the separate proposed projects resulted in an additional level of engineering effort required by the bidder team (e.g., the need for new calculations, drawings, and/or regulatory approvals that is distinct between the two vessels due to the associated engineering work performed).

Q58: At answer no.51, it is noted “It is acceptable for a resource from the Bidder Team to demonstrate its expertise using a project from previous employment. Note that the same applies for the EC criteria.”

Is CCG stating that it is acceptable to present a Project that has been realized by one of our employees when working in a different company? Please confirm?

A58: Confirmed.

Q59: Annex C – Technical Evaluation Plan, Part 2 Point Rated Criteria NA#1 a. asks for modifications to the hull and hull structure of a vessel. This sub-category header requires the demonstration that the engineering change involved a number of naval architecture related tasks that each required the development of calculations, new or modified drawings, and regulatory approval.

Canada is attempting to ascertain a bidder’s experience in performing engineering changes involving a number of naval architecture related tasks that each required the development of calculations, new or modified drawings, and regulatory approval. As there are many types of

engineering changes calling for the performance of these engineering tasks and given that engineering changes involving modifications to the hull of an in-service vessel are generally avoided for costs and structural integrity reasons, would Canada consider amending sub-criteria NA#1 a. to : the modification of the hull and/or the hull structure of a vessel?

A59: Yes, modifications to the hull and/or the hull structure of a vessel will be accepted under NA#1 a.

Q60: Annex C – Technical Evaluation Plan, Part 2 Point Rated Criteria NA#1 b. asks for modifications of the superstructure of a vessel to modify the accommodation capacity for the crew complement.

As some ships have crew accommodations in other locations than the superstructure (for example on warships and cruise ships crew accommodations are generally below the weather deck), would Canada consider amending sub-criteria NA#1 b. to: the modification of the structure of a vessel to account for accommodation capacity changes?

A60: Yes, the modification of the structure of a vessel to account for accommodation capacity changes will be accepted under NA#1 b.

Q61: We are somewhat confused between the Resource Consent Form in the original RFP (Appendix 1 of Annex C on page 41 of 49) and the new certification added as part of Amendment No. 3 (Clause 5.1.2.4.3). Do both of these forms need to be signed by a named individual who may be an employee of the subcontracting company or by the subcontracting company itself? Please clarify.

A61: The Resource Consent Form must to be signed by all Named Resources except for employees of the Bidder ie the organization that submits the bid. The Bidder will sign 5.1.2.4.2 and ALL Named Resources must sign 5.1.2.4.3.

Q62: With regard to the requirement to supply proof of service as evidence of completed work for the Engineering Changes category, please confirm that a General Arrangement (GA) or other similar documentation or drawings will provide evaluators with sufficient information demonstrating that cited work was successfully completed.

A62: A General Arrangement will suffice as long as it is clearly marked with the associated company name.

Q63: Will the Government consider extending the solicitation closing date?

A63: At this time Canada is not anticipating extending the solicitation closing date.

Q64: With regards to Section 5.3 titled Financial Capability, is there a certification associated with SACC Manual clause A9033T (2012-07-16) Financial Capability, that offerors need to include in Section III of their proposal submission?

A64: No certifications are required.

Q65: What is the anticipated contract award date for the ESS Program?

A65: Canada anticipates awarding the contracts in Winter 2022.

Q66: With respect to the mandatory SME requirements, there appears to be a far more onerous requirement placed on the marine mechanical SME when compared to the marine electrical and naval architectural SMEs. In order to balance the requirements and not put undue focus of the marine mechanical SME's propulsion experience, it is requested that, like the other two SMEs, the marine mechanical SMEs be evaluated across the breadth of the discipline through the consideration of work related to the modification of the propulsion system, other marine mechanical systems or a blend of the two.

A66: At least one (1) of the four (4) projects between the two (2) SMEs must be related to a propulsion system. The three (3) other examples may be for other marine mechanical systems.

Q67: In response to the answer provided to Q47, we would like to understand what the rationale is with the removal of incidentals from Travel and Living reimbursement as detailed in the NJC directive which is eligible and sufficient for government employees in its entirety. Should this not also be available to industry?

A67: Unfortunately, the NJC Travel Directive does not allow reimbursement of incidentals for Contractors. We do not have any input into the NJC Travel Directive. Please direct your question directly to the NJC.

Q68: The response for Q51 and Q58 are indicating that EC examples submitted in our proposal as compliance to the EC1 criteria can be ECs our staff performed with their previous employer. However, the EC form provided in Annex C requires:

"For proof of service, copies of bills of sale or regulatory documentation produced must be provided for each project."

The evidence requirements for ECs submitted as reference projects for the EC1 criteria are corporate documents therefore it is inferred that ECs are evidence of corporate knowledge and an individual cannot claim a project from a previous employer since the required evidence could not be produced by the individual.

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".

This indicates that an EC submitted as compliance to criteria EC1 is a representation of the bidder team and represents corporate knowledge. Please confirm that an EC that a team member performed at a previous employer cannot be claimed as bidder team evidence against the EC1 criteria?

A68: As indicated in response to Q#51 and conformed again at Q#58, experience from a previous employer may be used for the EC criteria. As stated in the notes to the EC criteria: "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". The emphasis is on the collective experience of the individuals that make up the Bidder Team.

The onus is on the Bidder to ensure use of proof of delivery information is authorized.

Q69: Will Bidders be permitted to include additional supplemental justification supporting the reasonableness of the proposed fixed hourly rate found in Table 2 that may be slightly higher than historic rates appearing on paid invoices within the past 2 years? Such difference may be attributable to merit salary increases provided to employees on an annual basis and changes to a Bidder's indirect rates for fringe benefits, overhead and general and administrative expenses that may result in the current fully burdened hourly rates being slightly higher than the Bidder's historic billing rates.

A69: The hourly rates in table 2 must be the same as the invoice provided. The only exception to this is the hourly rate can be increased by 2% (calculated using the index found in Annex B – Basis of Payment Article 7.1) for submitted invoices that are dated before 26 August 2020.

The Contractor can request a rate of pay update for Named Resources after contract award. The Contractor will need to follow the same instructions in article 8.1 (Internal Resources) to update pay rates.

Q70: If a Bidder chooses to name subcontractor personnel under Table 2 in order to justify that the Bidder's proposed fully burdened, fixed hourly rate for the named subcontractor personnel are fair and reasonable will the Bidder be permitted to

- a. disclose the fully burdened fixed hourly rate proposed by the subcontractor to the Bidder,
- b. request and obtain copies of the subcontractor's historic paid invoices for the subcontractor's named employees in support of the subcontractor's proposed hourly rate for each named subcontractor employee along with any additional supplemental pricing information supporting the reasonableness of the subcontractor's proposed fixed hourly rates , and
- c. permit the Bidder to provide a description of the Bidder's indirect burden(s) and fee applied to the subcontractor's fully burdened hourly rate for each named subcontractor employee found in

Table 2 that will further support the reasonableness of the proposed fixed hourly rates for named subcontractor employees?

A70:

- a. Yes, the Bidder will be required to submit in their bid, the hourly rates of all Named Resources.
- b. Yes, the Bidder will be required to submit invoices in their bid supporting the hourly rates of all Named Resources (this includes employees that are part of the Bidder's organization and employees from another organization).
- c. No. The Bidder's indirect burdens, fees or mark-up will not be acceptable for any Named Resources found in Table 1 or Table 2. Please see A56 for additional information.

Q71: We are required to provide "paid invoices" as support for the rates of the named resources. In most cases this has not been a problem but with certain invoices submitted directly to the Federal Government or their prime contractors payment terms are very long and somewhat uncertain. Will Canada accept submitted invoices which may not have been paid by the bid date due to Federal Government's process for releasing payments?

A71: Yes. Submitted invoices for work that has been completed will be accepted.

Q72: An anomaly has shown up which should be clarified. Referring to Annex C (Technical Evaluation Plan) on page 5 and page 8 of the 14 pages in this section the DE1 criteria is different between the two pages. Page 5 has 5 criteria worth 14 points while Page 8 has 4 criteria also worth 14 points. On page 8, item e (LV system work) is missing. Please confirm which item is accurate.

A72: Page 8 has an omission. The 5 criteria on Page 5 are correct and should be used as the primary reference.

Q73: As way of addressing Part 2 Point Related Criteria while complying to maximize points, please clarify whether or not bidders can submit additional project descriptions under the Engineering Change Form (ECF) beyond the 10 prescribed to also show responsiveness to the subset of Rated Technical Criteria identified---particularly TC#1, CO#1, LCC#1, DE#1, I#1, and I#2.

A73: As per instruction, only 10 projects are permitted for the EC criteria. The projects used for the TC#1, CO#1, LCC#1, DE#1, I#1, and I#2 criteria may be distinct or overlap with those used for the EC criteria.

Q74: Please clarify whether it is CCG's intent that bidders include no more than a total of 10 project descriptions (ECFs) that demonstrate expansive points coverage across Criteria #s EC1 as well as all General Criteria #s (TC#1, CO#1, LCC#1, DE#1, I#1, and I#2).

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Amd. No. - N° de la modif.
009
File No. - N° du dossier
037mc.F7044-190233

Buyer ID - Id de l'acheteur
037mc
CCC No./N° CCC - FMS No./N° VME

A74: See A73 above.

Q75: Will the Contracting Authority consider providing offerors with a conformed copy of the Solicitation that reflects all amendments made to the solicitation? This will help ensure the completeness of bid submissions for this contract opportunity based on the numerous changes made to the original solicitation.

A75: No.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME