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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.

Title - Sujet CCGS Terry Fox VLE		
Solicitation No. - N° de l'invitation F7049-200041/B		Amendment No. - N° modif. 011
Client Reference No. - N° de référence du client F7049-200041		Date 2021-12-30
GETS Reference No. - N° de référence de SEAG PW-\$\$MD-043-28394		
File No. - N° de dossier 043md.F7049-200041	CCC No./N° CCC - FMS No./N° VME	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-05-17</b> Heure Avancée de l'Est HAE		
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: Pandini, Madeleine		Buyer Id - Id de l'acheteur 043md
Telephone No. - N° de téléphone (873) 353-9119 ( )		FAX No. - N° de FAX ( ) -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
Raison sociale et adresse du fournisseur/de l'entrepreneur

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
<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 (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>	
Signature	Date

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043md F7049-200041

Buyer ID - Id de l'acheteur

043md

CCC No./N° CCC - FMS No./N° VME

### **Solicitation Amendment # 11**

**This amendment is hereby raised :**

- 1. To include Questions and the Responses for the solicitation.**
- 2. To update Annex P (rev 2).**
- 3. To defer the second site visit to a future date.**
- 4. To update RFP section 4.1.4 per ref 59 of item 1 of this amendment**
- 5. To update RFP section 6.7.2 per ref 60 of item 1 of this amendment**

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#### **1. To include Questions and the Responses for the solicitation.**

A log (added at the end of this amendment) has been introduced. The log includes all previous Questions and Answers (ref. 1 to 58). Amendment 011 adds questions ref. 59 to 76 to the log.

#### **2. To include Annex P (rev 2).**

Annex P has been updated per the response in ref. 61 (see item 1). A separate updated annex P (rev 2) is provided as an amendment attachment (ANNEXES Prev2\_Qrev0.zip); Annex Q (rev 0 remains unchanged) is also included; both annexes are to be filled in and submitted with the Bid.

Delete (in its entirety) :

Annex P, M-6

Insert :

Annex P, M-6

<b>M6</b>	Proposed VLE Schedule	6.7	<p><b>The Bidder's proposed Preliminary Work Schedule</b></p> <p>Schedule for the VLE work period must work in cohesion with the dates provided in Annex "H", Appendix 2 – Milestones (Price and Delivery Schedule).</p>	
			<p>The Bidder must provide a Preliminary Work Schedule that must include (as a minimum) target dates for each of the following significant events:</p> <ul style="list-style-type: none"> <li>a) Commencement date of Vessel Work as defined at Article 7.3.2;</li> <li>b) Period to be in Dry-Dock;</li> <li>c) Start and completion dates for each SOW Item in Part B of Annex "A" – Statement of Work;</li> <li>d) Completion date of Vessel Work as defined at Article 7.3.2;</li> <li>e) Period of Care &amp; Custody by the shipyard;</li> <li>f) Resumption of custody by Canada;</li> <li>g) Dock and Sea Trials Period.</li> </ul> <p>For each SOW item in Part B of Annex "A" – Statement of Work, Part B, the Bidder's Preliminary Work Schedule must show:</p> <ol style="list-style-type: none"> <li>1. the main work breakdown structure (WBS) to the system and component level (WBS 3);</li> <li>2. the workforce deployment plan, or labour loading, for the following disciplines: <ul style="list-style-type: none"> <li>• Steelwork;</li> <li>• Piping;</li> <li>• Mechanical;</li> <li>• Electronics;</li> <li>• Controls/Instrumentation.</li> </ul> </li> <li>3. [The Bidder must indicate which intended labour resources will satisfy the proposed labour loading for each discipline i.e. are the resources supplied in-house, or from subcontractor(s) and suppliers. Indicate subcontractor names and specify any suppliers.]</li> </ol> <p>The Bidder must fill in the Annex H, Appendix 2 – Milestones (Price and Delivery) dates, in cohesion with its Preliminary Work Schedule.</p>	

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### **3. To delay the second site visit to a future date.**

The second vessel site visit that was specified in Amendment 008 is deferred to a future date, which is yet to be determined.

### **4. To update RFP section 4.1.4 per ref 59 of item 1 of this amendment**

Delete (in its entirety):

4.1.4

Insert (***the sentence in bold and italics has been modified***):

#### 4.1.4 Joint Ventures Experience

A Bidder may meet the evaluation criteria itself and bid as a corporation or other such single legal entity or may meet the evaluation criteria as a joint venture if the members of the joint venture together meet the evaluation criteria. In either event, the Bidder itself must meet the evaluation criteria. **Canada will not accept any bid by a joint venture composed of more than 3 members.**

Please note the following:

a) Where the Bidder is a joint venture with existing experience as that joint venture (and certain experience is specified to be an evaluation criterion), the Bidder may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and support services for a period of 24 months to a customer with a fleet of at least 10 vessels. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

b) A joint venture Bidder may rely on the experience of one of its members to meet any evaluated technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex systems, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 2 years of experience integrating hardware with complex systems, the Bidder cannot indicate that each of members Y and Z has one year of experience, totalling 2 years. Such a response would be declared non-responsive.

c) A joint venture member cannot pool its experience with the other joint venture member to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself.

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## 5. To update RFP section 6.7.2 per ref 60 of item 1 of this amendment

Delete (in its entirety):

6.7.2

Insert:

### 6.7.2 Preliminary Work Schedule

The Bidder must submit, with its bid, one (1) electronic copy of its Preliminary Work Schedule for the Vessel Work Period. The Preliminary Work Schedule submitted must be produced with a commercially available project management software, either MS Project, or equivalent approved by the TA.

The Bidder's Preliminary Work Schedule must include (as a minimum) target dates for each of the following significant events:

- a. Commencement date of Vessel Work as defined at Article 7.3.2;
- b. Period to be in Dry-Dock;
- c. Start and completion dates for each individual specification item (i.e. like 10.2 or 15.11) presented in Part B, Annex "A" – Statement of Work;
- d. Completion date of Vessel Work as defined at Article 7.3.2;
- e. Period of Care & Custody by the shipyard;
- f. Resumption of custody by Canada;
- g. Dock and Sea Trials Period.

The Preliminary Work Schedule must include tasks, predecessors, critical path, milestone markers, and labour loading.

Each individual specification item (SOW item) included in Part B of Annex "A" Statement of Work must show:

1. the main work breakdown structure (WBS) to the system and component level (WBS 3).
2. the workforce deployment plan, or labour loading for the following disciplines:
  - a. Steelwork;
  - b. Piping;
  - c. Mechanical;
  - d. Electronics;
  - e. Controls/Instrumentation.
3. The Bidder must indicate the source for the labour resources required to support the labour loading (i.e. in-house, or subcontractor(s) name). If a resource is a subcontractor, Canada may request that the Bidder provide a letter of commitment from the subcontractor, after the bid closing date.

CCGS Terry Fox VLE - F7049-200041/B, Question and Answer Log		
Ref	Question	Answer
<b>Note that amendments 001 to 010 have been released separately and copied here, for convenience. Any discrepancy in language between the</b>		
1	Am I correct to interpret that if we (e.g. Company ABC - North America) were to send you an NDA (non-disclosure agreement) signed by the authorized representative of another legal entity of ours (e.g. Company ABC - Europe, where our international engineering team works), that we (Company ABC - North America) would be able share the confidential information (contents of the Technical Data Package, TDP) with the entire team (from Company ABC - Europe) in that legal entity? Or do you need an NDA for each one of those engineers (or employees)?	AMENDMENT 001 - Ref 1 to 3 Correct. To share the information with other colleagues from a different entity (where Company ABC - North America needs to share information with Company ABC - Europe, to acquire their engineering expertise, for example), then Company ABC - North America and Company ABC - Europe will both submit NDAs, signed by each authorized representative, who will distribute the information (on a need-to-know basis) to their employees within their entity; each employee is not expected to sign an NDA.
2	Does Canada have specific guidelines for the transfer of information (from the TDP) to our suppliers & subcontractors? Are they considered employees according to the terms used in Annex S (non-disclosure agreement)?	Anyone to whom the drawings or documents (contents of the TDP) are disclosed to, must sign a non-disclosure agreement (i.e. the entity's authorized representative must sign on that entity's behalf). Have your subcontractors and suppliers also sign the NDA and either: a) forward it to me (the signed NDA) on their behalf and then, you can send them the applicable TDP drawing/document; or b) forward the signed NDA and request that I send them the links (and any updates), and then you tell them which TDP drawing/document to use, exactly; or c) the supplier/subcontractor can send the NDA directly to me, then I will send them the link and updates, and you can tell them which TDP drawing/document to use (some suppliers have already sent me the NDA).
3	When will the Pricing Data Sheet (PDS) for this project be published on BuyandSell.gc.ca?	AMENDMENT 002 - Questions 1 to 2 (ref 4-5) The PDS is targeted to be published approximately a week before the first Site Visit day of November 30th.

	<p>4 Are there going to be 4 complete days for the site visit to the vessel? Or will each group (such as a ship yard bidder, supplier, or engineering designer, for example) only have a predetermined time period for the visit?</p>	<p>Given the situation with the pandemic, Canada is going to assign time slots for the Site Visit to each group wanting to attend. Canada, therefore, needs to know the total number of groups attending in order to maximize the time slot duration on the vessel for each group. Amendment 001 requested your responses no later than 6 pm November 17, 2021.</p> <p>CGS Terry Fox VLE (F7049-200041/B) - Buyandsell.gc.ca</p> <p>If you have not responded yet and would like to attend the Bidders' Conference or the Site Visit (or both), please respond so that Canada can determine and share the assigned vessel time slots and time slot durations with each party (on November 18), so that they can proceed with making arrangements.</p>
5	<p>I was discussing a potential site visit with our team this morning and basically the necessity to attend is somewhat influenced by the quality of the vessel 3d scans etc.</p> <p>When is the government intending to release this information?</p> <p>If not before the site visit will there be another opportunity to visit once this information is available?</p>	<p>3D scans have been made available, per SOW Part A GR 01 section 1.1.1.7 instructions (also indicated in SOW Appendix A, under 'Other Resources'). Additional virtual 3D scans will likely be available by November 22 (end of day). Another vessel viewing is not anticipated.</p> <p>Efforts will be made to accommodate late confirmers but these slots may not be guaranteed to be as long in duration as predetermined slots.</p>
6	<p>Can videos and photographs be taken during the Site Visit - Vessel?</p>	<p>AMENDMENT 003 - Questions 1 to 2 (ref 6-7)</p> <p>Videos and photographs are permitted for the purposes of clarifying the interpretation for the SOVW.</p>
7	<p>When will the Pricing Data Sheet (PDS) for this project be published on BuyandSell.gc.ca?</p>	<p>The PDS is targeted to be published approximately a week before the Bidders' Conference on December 6.</p>
8	<p>Can you kindly advise how this project has achieved an exemption from having ITB requirements?</p>	<p>AMENDMENT 005 - Questions 1 to 3 (ref 8-10)</p> <p>There are a number of factors to consider in determining the applicability of the ITB Policy including, but not limited to, the project pre-tax dollar value, scope and duration as well as the portion of labour that will be carried out in Canada. An assessment was conducted and it was determined that the ITB Policy would not apply for the Terry Fox requirement.</p>
9	<p>Is this solicitation considered part of the NSS?</p>	<p>Yes, the Terry Fox VLE requirement falls under the National Shipbuilding Strategy.</p>

<p>10 Under the NSS Canada has employed a successful contracting strategy of awarding a funded ancillary contract to the shipyard to perform detailed design work, followed by a funded definition contract to complete the detailed engineering work and produce an indicative price from which Canada can obtain funding or budget certainty.</p> <p>However, in this solicitation PSPC is expecting the bidder to be able to complete the VLE detailed design work during the bid phase, to a sufficient level of confidence, to offer a firm price. This is not possible to any acceptable level of accuracy. It is also unfair to ask bidders to take on this level of work at the bid phase. Bidders are aware that their efforts will lead to wildly inaccurate pricing and an unsuccessful VLE, even if determined the lowest responsive bidder.</p> <p>This procurement strategy is extremely high risk to both parties and will work contrary to the very successful contracting strategies currently employed under NSS.</p> <p>Will Canada re-consider this procurement strategy to allow for a balanced risk approach that will lead to a successful outcome for both the Bidder and Canada?</p>	<p>Canada acknowledges that ancillary contracts have been used in certain circumstances, however, they are not considered for competitive procurement processes under the NSS.</p> <p>Industry responses to the RFI posted in October 2020 confirmed the procurement approach, that being, to bundle the procurement of long lead items with the VLE work carried out at the shipyard. Canada is moving forward with this procurement strategy.</p> <p>Canada appreciates the level of effort required to prepare bid packages. The Terry Fox VLE is a unique work package that requires a different level of effort compared to previous refit/VLE requirements. Bidders are encouraged, as needed, to work with key suppliers, engineering and/or project management firms to develop their bid. Canada has included an initial 8 month work period after contract award to carry out detailed design work and procure the long lead items.</p>
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11	<p>SOW item 12.1, section 3.4.2.2. The ME's must be medium speed, four stroke diesel engines, with medium speed being defined for the purpose of this SOW as being between 600 rpm and 750 rpm.</p> <p>SOW item section 12.1 3.4.2.20. The ME's must be capable of accommodating Combinator Mode (CM) of propulsion control wherein engine and propeller speed is variable and matched with propeller pitch to offer maximum PM efficiency of operation.</p> <p>Considering that, the Marine Industry recognizes that Medium speed engines are normally rated at up to 900 rpm and, as such, would "Medium Speed" engines that meet all other requirements be acceptable if rated at 900 rpm? What about the four strokes, is it mandatory or a 2-stroke engine would also be a possibility as well? We have both products and would like to be able to provide the most suitable quote, which could be a 2-stroke engine and its very cost attractive lifetime maintenance price.</p>	<p>The intent is that the four stroke engines provided will deliver the specified Maximum Continuous Rating (MCR) power requirement at a speed of between 600 and 750 RPM.</p> <p>Per SOW item 12.1 section 3.4.2.2, 'The ME's must be in-line, medium speed, four stroke diesel engines, with medium speed being defined for the purpose of this SOW as being between 600 rpm and 750 rpm.'</p>
12	<p>In future amendments, is it possible to combine questions and answers so that the last amendment includes all the amendments for the project?</p>	<p>This is typically done near the end of the bid period (approximately 2 weeks prior to the end of the bid solicitation period).</p> <p>Canada has reconsidered and is using this log (Dec 23, 2021, AMD 011)</p>
13	<p>We note that many significant changes (per Amendment 005) were being made to Annex A - Statement of Work (SOW). Will a revised SOW be published in the near future to incorporate these changes?</p>	<p>Yes. We are going to soon release a REV 1 to the SOW.</p>
14	AMENDMENT 007 - Questions 1 to 21 (ref 14-34), Bidders' Conference Minutes	<p>Para 2.7.1 - The Initial Work Period of eight months is inadequate for this work scope to be completed. Will Canada consider 14 months for this Definition and Engineering Phase (i.e. Initial Work Period)?</p> <p>The Initial Work period has an 8 month minimum duration prior to the vessel arrival and the start of the Vessel Work Period. It could be as long as 10 months, subject to the duration of the solicitation process. Not all equipment purchased is expected to be delivered during the Initial Work Period. Although most of the engineering work is expected to be completed by the Critical Design Review stage (refer to Annex V for PDR and CDR deliverables as well as article 7.33.1 in the RFP), Canada may authorize additional time for some engineering work during the Vessel Work Period. At this time, we will not increase the duration of the Initial Work Period.</p>
15	<p>How many days will Canada take to analyse the bid (to evaluate the bid)?</p>	<p>The bid evaluation period is estimated to last between one to two months</p>

16 (question submitted outside the Conference): The proposed basis of selection is lowest cost compliant, using only mandatory criteria, with no rated elements. This approach poses risk to both Canada and the bidder as the lowest price with the least capable bidder is not a formula for project success. A lowest cost evaluation using only mandatory criteria provides no assurance of the capability or quality of the proposed solution. The addition of evaluated technical criteria will provide Canada a greater assurance of the contractor's capabilities. Consequently, the bidder requests a change to the evaluation criteria to include a mix of mandatory and evaluated technical criteria, with weighting assigned to both technical and price categories. Given the highly complex nature of this refit, limited timeframe and heavy engineering input, the Bidder recommends a best value selection method that scores price and technical merit in a ratio of 40:60.	The basis of selection and evaluation criteria method will not be changed. The mandatory criteria have been established to ensure that compliant bidders have the ability to carry out the Work (SOW) after Contract award.
17 Please confirm, at a suitable time, what the overall schedule is. The minimum period, with no gap between the engineering period and execution period seems to be 26 months. Is this correct?	The minimum Total Work Period is 26 months. The Vessel Work Period duration is fixed at 18 months (from April 1, 2022 to September 30, 2023), however the duration of the Initial Work Period is a minimum of 8 months. It could be as long as 10 months, subject to the duration of the solicitation process.
18 Evaluation Process. Can Canada define what are all "Eligible Mandatory Criteria?" How do these differ from the 11,000+ Must statements in the SOW? (and, also, as submitted outside of the Conference, below)	Canada evaluates the mandatory criteria identified in the RFP (Annex P) in order to ensure the Bidder's ability to carry out the Work (SOW) after Contract award. The SOW includes contractual obligations (must statements) that the Contractor must meet after Contract award.

19 In terms of a phased analysis of the bid, Annex H appears to be the only document for comparison between eligible bidders. Is there any technical evaluation scoring as well; especially since lifecycle costs and known work can be a significant number. The only technical aspect is if the replacement systems have a lower true life cost. That will significantly save for that technical solution. Is there any analysis of technical requirement weighted against these for pricing evaluation?	The Basis of Selection is for the lowest cost compliant bidder. To be compliant, the Bidder must satisfy the mandatory requirements listed in Annex P, in addition to submitting the requirements listed in the RFP, as highlighted in Annex O, the checklist guidance document. There are no point-rated evaluation criteria.
20 In Annex H – Table of life-cycle cost, the total cost includes a 15 year period for lube oil but only an annual cost for the fuel. Could Canada explain that? The thought behind comparing 15 years vs 1 year?	That is correct. A costing exercise was conducted and, from the results, it was decided to include an annual fuel cost in the total life cycle cost, so that it would not outweigh other relevant criteria.
21 The equipment warranty was indicated to be 1 year from acceptance. Is the acceptance milestone from equipment FAT or CCG SAT acceptance?	The equipment warranty starts after successful sea trials and acceptance by the Canadian Coast Guard.
22 Can a Bidder accumulate credits or transfer credits related to the IPC from other programs, much like what is done in the ITB program? For ITBs, if we have a program with unused credits (for example, the Louis Saint Laurent does not have an ITB but it does have Canadian work on it that we are allowed to credit to Davie's overall ITB budget; that credit can be used towards other programs that do require an ITB (such as the ferry build program). Can the same be done for IPCs (for example, if another ship does not have an IPC requirement, but it does use Indigenous Participation; can that be credited and used towards the Terry Fox program or does the IPC need to be directly for the Terry Fox VLE? If we have contracts such as the one on the Louis St. Laurent that does not have a IPC requirement can we use credits from that project on this contract?	The response to this question shall be elaborated on in a subsequent amendment.

23	<p><b>Annex P - Mandatory Technical Requirements.</b> Can Canada confirm how compliance with the Man-datory Technical Requirements will be assessed. As these will not be scored, how will pass/fail be measured?</p>	<p>For mandatory technical requirements listed in Annex P, each requirement (M#) includes two parts:</p> <ol style="list-style-type: none"> <li>1) The first part states the requirement; and</li> <li>2) The second part identifies what needs to be submitted in order to demonstrate compliance.</li> </ol> <p>The Phased Bid Compliance Process (PBCB) provides opportunities where Canada may seek clari-fication or request additional information from Bidders. For details regarding the PBCB, refer to article 4.1.1 of the RFP.</p>
24	<p>Within the PBCP there are three phases. Phase I is a simple review for Financial Completeness. Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criteria requested for the bid, including evaluation of equivalent products per section 4.1.2, if applicable.</p> <p>However there are no mandatory criteria listed for any deck equipment. As such how will the deck equipment offered be assessed to ensure that it at minimum meets the listed criteria outlined within the individual sections of the annex A, SOW. If there are no assessment criteria then a less ex-pensive product could be offered that does not meet the listed "must" criteria within the SOW. Cur-rently as the Phased assessment is written there is nothing to stop this occurring.</p>	<p>The awarded Bidder will be under contract to satisfy each equipment requirement specified in the SOW. Canada also requires information on proposed equipment per Annex Q; proposed equipment must meet all mandatory requirements specified for each equipment SOW item.</p>
25	<p>(submitted outside the Conference) The SOW is rampant with the statement: "to the satisfaction of the Technical Authority". As "satisfaction" is subjective, in order to be able to bid a subjective re-quirement the Bidder requires Canada to either delete this clause or replace it with appropriately de-fined acceptance criteria.</p>	<p>The Contractor is to demonstrate to the Technical Authority, that the delivered work satisfies the requirements called up or outlined in the SOW and any applicable regulation.</p> <p>PSPC will oversee and negotiate any issues or disputes that could potentially arise. PSPC will also have an onsite technical representative present during the Vessel Work Period.</p>

26 (submitted outside the Conference) If the Inspection Authority is also the Technical Authority, how will PSPC ensure that the inspection of the work will be objectively conducted? The Technical Authority has a vested interest to interpret the specification in its favour. In order to ensure that the inspection of the work is done objectively and fairly to the Contractor, the Inspection organization must reside outside of the Client Department. In order to ensure a fair and equitable inspection of the work, the Bidder requires that the Inspection Authority to be an objective 3rd party.	The Canadian Government's structure identifies the Canadian Coast Guard as the Technical Authority and the Inspection Authority for the project. The Canadian Coast Guard will identify different individuals to perform these roles but they will both be individuals employed by or engaged by the Canadian Coast Guard. PSPC will oversee and negotiate any issues or disputes that could potentially arise. PSPC will also have an onsite technical representative present during the Vessel Work Period.
27 (submitted outside the Conference) GR 01 section 5 lists many Reference Standards without clear statements regarding their full applicability. The standards are indicated as mandatory but may only be partially applicable. In order to accurately bid the Work, the Bidder requires Canada to be more specific as to what precise sections of the references are applicable.	The Acts and Regulations referenced in SOW Part A GR 01 sections 5.2 to 5.5 are mandatory. Any standards, rules, codes or guideline referenced in the regulations (section GR 01, 5.2 to 5.5) are to be considered as mandatory, as well (reference GR 01, 5.6.1.1). The requirements of ABS Rules and any standard referenced within the SOW must also be met as applicable. Standards, rules, codes, or guidelines referenced within a particular SOW item in Part B are also applicable. The Contractor must apply each standard and use professional knowledge and experience to ensure that the work, as carried out on the Terry Fox, will deliver a vessel that is compliant with all applicable standards.
28 Does the Canadian Coast Guard actually know of five Diesel mechanical CPP machinery sets for ice breaking of the same size as the CCGS Terry Fox? I think that will be a difficult requirement to meet.	From SOW item 12.1, the following sections are extracted: 3.3.1.13. The PM must be of proven performance in ice breaking applications in vessels of compa-rable arrangement, service, and power. The Contractor must provide five installation references wherein the proposed PM has been successfully applied on icebreakers with Diesel-Geared CP Propeller PM. 3.3.1.14. Alternatively, in lieu of icebreaking application references, the Contractor must provide installation references wherein the proposed PM has been successfully applied in equally arduous service applications to icebreaking involving repeated, rapid, and extreme load changes from maximum load to zero load, and/or maximum load in the ahead direction to maximum load in the astern direction over pro-longed periods of time.

Note that 3.3.1.14 offers alternatives. Annex P of the RFP shall be updated (to Rev 1) and published in a subsequent amendment, to clarify and include as a Mandatory Criteria requirement.

		Please provide a request detailing the specific information that you require.
29	When we attended the site visit, we were not allowed to look at any of the power distribution equipment; we could not see inside the switchboard because they were live. If this can be the only site visit, how can we know what is inside; the dimension, etc.?	
30	Within section 17.1 for the 40 tonne deck crane, there is reference to a recognized Classification Society but it only notes one society within the section (which is ABS) which I believe is for the deck structure. Could you confirm if the crane can be certified to any approved classified society?	The crane must meet the Regulatory requirements set out in SOW Part A GR 01, section 5 includ-ing approval in compliance with the Cargo Fumigation Regulations, section 317, 1 (b). This ap-proval can come from any of the Canadian Government approved Classification Societies. The Bidder must confirm with ABS that they will accept the crane and also meet the requirements of ABS Certification of Lifting Appliances (2020)', as applicable.]
31	In some cases, specific equipment has been defined and, in other cases, the equipment replace-ment is not defined. For the equipment that has been defined, has that equipment been previously (and successfully) integrated on another ship, for instance?	Yes, defined equipment under section 18 is used on other vessels; Canada wishes to have commonality across the fleet.
32	At some convenient point, will Canada please confirm what the required status of all design work is before the engineering period is considered complete. It is one thing to say the main engines must be ordered but what is the status required for things like deck equipment, auxiliary equipment etc.	Not all equipment purchased is expected to be delivered during the Initial Work Period. Although most of the engineering work is expected to be completed by the Critical Design Review stage (re-fer to Annex V for PDR and CDR deliverables as well as article 7.33.1 in the RFP), Canada may authorize additional time for some engineering work during the Vessel Work Period. The shipyard, however, will also need engineering support during the Vessel Work Period for working drawings and such.
33	For the warranty, when we talk about sea trials, is it after those conducted in ice?	Warranty will begin after acceptance. The acceptance is assessed after the Sea Trials at the end of the Vessel Work Period (Ice trials are not feasible in October).
34	I'm a little worried about the timeline and the closing dates. We have not been able to do much yet due to missing drawings. I was wondering if this will be taken into consideration in regards to the closing dates.	The Canadian Coast Guard is conducting a verification on the content of the TDP. If there are any specific documents or drawings that you require sooner, please submit a specific request. At this point in time, we will not be extending the bid closing date.

35	<p>1. In regards to bid closing date, five months is unrealistic given the amount of engineering required upfront. Would PSPC be willing to extend the bid period to close in the month of September?</p> <p>2. At the bidders meeting, it was asked if it was possible to have an extension to the tender deposit. Could a one month extension to the submission of bids be granted?</p>	<p>Canada will extend the bid closing date by one month (May 16, 2022).</p> <p>Bidders are encouraged, as needed, to work with key suppliers, engineering and/or project management firms to develop their bid.</p> <p>Canada has included an initial 8 month work period after contract award to carry out detailed design work and procure the long lead items.</p>
36	Why is a phased bid compliance process (PBCB) being utilized for this project instead of using a pre-qualification process?	It is our policy to apply the PBCP for this type of procurement. It was determined that the prequalification process was not warranted and that it is more advantageous for Canada to keep the competitive process open.
37	The site visit time was inadequate for a requirement as complex as this. Also many key areas did not allow for access, ie electrical switchboards and consoles. Will Canada allow further ship access?	Canada is arranging for a second site visit from Jan 18 to 21, 2022, at Botwood, NL (refer to Amendment 8, item 1).
38	In regards to Request for Proposal (RFP) <b>2.7.1. Initial Work Period</b> , eight months is inadequate for this work scope. Will Canada consider 14 months for this Definition Phase?	<p>The Initial Work period has an 8 month minimum duration prior to the vessel arrival and the start of the Vessel Work Period. It could be as long as 9 months, subject to the duration of the solicitation process. Not all equipment purchased is expected to be delivered during the Initial Work Period. Although most of the engineering work is expected to be completed by the Critical Design Review stage (refer to Annex V for PDR and CDR deliverables as well as article 7.33.1 in the RFP), Canada may authorize additional time for some engineering work during the Vessel Work Period. The Final delivery of working drawings, for example, can occur after CDR and per the actual Vessel Work Period schedule.</p> <p>At this time, we will not increase the duration of the Initial Work Period.</p>

39	<p>Also in regards to section RFP <b>2.7.1. Initial Work Period</b>, the RFP states Canada is procuring the one PS. Please can Canada clarify, who is procuring the PS, the shipyard or Canada? Will it be GSM?</p>	<p>The Propulsion System (PS), per the SOW, is supplied by the Contractor and will not be supplied by Canada.</p> <p>In the RFP, Delete (in its entirety):</p> <p><b>2.7.1</b></p> <p><b>Insert (<i>the sentence in bold and italics has been modified</i>):</b></p> <p>2.7.1 The Initial Work Period of the Contract will start at Contract Award and will have a duration of at least eight (8) months. This period will end at the start of the Vessel Work Period, defined in the following section. <b><i>During this Initial Work Period, the Contractor is procuring one PS, as well as other long lead components (as identified in Annex "A" - Statement of Work) to be fitted onboard the CCGS Terry Fox during the Vessel Work Period.</i></b></p> <p>Additional preparation activities conducted during the Initial Work Period must include engineering work necessary to ensure the proper integration of new equipment on the vessel, as well as any preparation work required for the other VLE or refit maintenance described in Annex "A" – Statement of Work. Design Review Meetings must take place during this period.</p>
40	<p>In regards to section <b>4.1.1.2 (i) Phase I: Financial Bid</b>, since to the "satisfaction of Canada" is subjective and undefined, will Canada publish its Evaluation Plan? Will Canada employ a Fairness Monitor?</p>	<p>The evaluation plan is already published per section 4 in the RFP. The need for a fairness monitor was accessed and was determined to be not required.</p>
41	<p>In regards to section <b>4.1.2 (c ) Evaluation Procedures for Proposed Equivalent Products</b>, if requested during evaluation, the Bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing". Will this testing be performed by an independent 3rd party or will Canada determine the equivalency? Will Canada pay for this test?</p>	<p>Canada will make arrangements for testing to be performed internally or carried out by a third party, as required, and Canada will pay for this testing.</p>
42	<p>In regards to section <b>4.1.6 Financial Evaluation</b>, will revisions to the Governmental Covid protocol, post bid closing, be paid by Canada through the normal 1379 process?</p>	<p>Any unforeseen issues that result from COVID-19 protocol-required changes (required by federal/provincial and or municipal revised regulations) after bid closing will be paid by Canada through PWGSC 1379, provided that the Contractor provides acceptable substantiation, which may be subject to an audit.</p>

43	<p>Mandatory Technical Requirement M5-B is a low bar to pass and is not representative of the complexity of a major project level requirement. A \$5M docking for a vessel the size of CCGS Terry Fox is not much. Will Canada consider changing this experience threshold to a more appropriate complexity level, say \$50M?</p>	<p>This requirement will not be modified.</p>
44	<p>In regards to RFP section 4.1.3 Technical Evaluation Who will perform the technical evaluation? How will the evaluation be conducted?</p>	<p>The client department (CCG) is responsible for the technical evaluation of the bids. (Is PSPC responsible for overall process/provides an audit function?) For mandatory technical requirements listed in Annex P, each requirement (M#) includes two parts:</p> <ol style="list-style-type: none"> <li>1) The first part states the requirement; and</li> <li>2) The second part identifies what needs to be submitted in order to demonstrate compliance.</li> </ol> <p>The Phased Bid Compliance Process (PBCB) provides opportunities where Canada may seek clarification or request additional information from Bidders. For details regarding the PBCB, refer to article 4.1.1 of the RFP.</p> <p>Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive. For added details refer to section 5.40 and 5.40.1 of the supply manual, as well as section 4.1.1.3 in the RFP.</p>
45		<p>AMENDMENT 010 - Questions 1 to 14 (ref 45-58)</p>
		<p>CCG to provide additional information in January 2022.</p>

**Background Question 1:**  
In item 3.4.2.5b it is mentioned that 50% of the vessels full electrical load should be provided by the main engines via the shaft generators. The full electrical load is determined by the load analysis defined in Section 14.1.  
SOW 14.1 requires a load analysis engineering study, where the CCG is to be consulted regarding usage profiles as per 3.2.1.2e. This consultation is to happen post contract award, therefore it would be impossible to create the load analysis accurately pre-contract award.

Items 3.4.2.5 & 3.4.2.6: Main Engine size is unclear and per requirement cannot be determined pre-contract award, can Canada please provide desired engine size in kW?

46	Item 3.4.2.10, in order to determine whether this requirement can be met the target engine size needs to be known, can Canada specify the engine size?	CCG to provide additional information in January 2022.
47	Item 3.4.2.15 what is considered low load operation, and what are considered extended periods of time?	Idling (no load), can occur for up to 8 hours.
48	Item 3.4.3.2, what is meant by integration of the ME Controls with the Gearbox and Clutch controls?	The engine control systems must not operate independantly of the clutch and gearbox controls. Engine control functions must be coordinated with clutch and gearbox controls, either directly or through overall propulsion control and/or power management control.
49	Item 3.4.3.6, why is the electronic governor specified to be a Woodward 733, what unique attribute makes this system most suitable? For many diesel engines speed control and load sharing is handled by the local engine control system. Can Canada allow engine maker's engine control system to handle engine speed control and load sharing as an equivalent?	If the proposed engine manufacturer's engine control arrangement incorporates stand alone electronic speed and load management control hardware, then this hardware must be a Woodward 733 electronic control. If the proposed engine manufacturer's control arrangement includes engine speed and load management control as integral functions within the engine manufacturer's control hardware/software, and stand alone speed/load management, then the control hardware is not required; this will be acceptable. Either arrangement must be compatible with the Woodward PGG-EG engine mounted actuators, specified in section 3.4.3.7.
50	Item 3.4.3.12, gauges are typically no longer used in a modern set up. Engine control systems have the process values available on a digital local display unit. Can operational parameters be provided digitally without the need of gauges?	No, the gauges are to be supplied as per the SOW.

51	Item 3.4.5.18, this requirement mentions a PTI, however the need of a PTI is not mentioned in SOW 13. Is a PTI a requirement?	<p>In subfolder 3, SOW PART B, and in file 'Part B Section 12 – Propulsion &amp; Maneuvering Systems', under section 12.1 PROPULSION MACHINERY REPLACEMENT:</p> <p>Delete (in its entirety):</p> <p>3.4.5.18</p> <p>Insert:</p> <p>3.4.5.18. The existing GB arrangement includes a single, auxiliary Power Take Off (PTO) output rated for driving a 1000 KW alternator. The new GB's must be arranged, instead, with an auxiliary drive capable of Power Take Off suitable for application with an electrical machine (alternator) of capacity determined in SOW item #13.1 Shaft Alternators &amp; Power Stabilization. The gear manufacturer must provide PTO components up to and including the mating flange on the PTO shaft for coupling of the new shaft alternator.</p>
52	Item 1.1.1.2f & 3.3.1.1, sizing of power bridge system is to be based on results of the load analysis defined in spec 14.1. This load analysis calculation requires consultation from CCG regarding usage profiles. This makes it impossible to determine size prior to contract. Can Canada please provide the needed rated output of the system?	CCG to provide additional information in January 2022.
53	Item 3.3.3.7, modern converters are nowadays of fuseless design, will Canada allow fuseless converters?	Yes, a fuseless design is acceptable, provided the performance and class requirements are met.
54	Item 3.3.3.12, will Canada allow 460 V 3AC infeed for the converters, as long as same redundancy is achieved?	<p>Use of a switchboard UPS is preferred; the UPS system is redundant and has a larger battery bank. The distance shouldn't cause significant voltage drop. There are rules to comply with, and typically 24VDC UPS systems have the actual output voltage at 27.2V. A combination of two 24VDC sources:</p> <ul style="list-style-type: none"> <li>-the first from the proposed internal 24V supply (460V infeed), and</li> <li>-the second from the switchboard UPS,</li> </ul> <p>is acceptable.</p> <p>Note: The proposed solution with an internal UPS contains additional batteries in each unit; batteries of small size that have to be maintained, catalogued, and periodically replaced.</p>

<p>55 Item 3.3.7.1, can Canada please provide the technical data of the motors of the bubbler systems and the stern thruster? Are these motors suitable for converter operation? What is the purpose of the VFDs, just for starting or also for operation?</p>	<p>In subfolder 3, SOW PART B, and in file 'Part B Section 13 – Electrical Power Generation', under section 13.1 SHAFT ALTERNATOR REPLACEMENT AND FREQUENCY STABILIZATION:</p> <p>Delete (in its entirety): 3.3.7.1 Insert: 3.3.7.1 (NOT USED)</p>
<p>56 Item 3.3.3.5, is it allowed to provide a different voltage for the PTO converter and generator then what is shown in the single line?</p>	<p>A higher voltage will be acceptable, up to a maximum of 690 Volts.</p>
<p>57 Item 5.11.1.1, in this table there's reference to CSA electrical code. For marine grade equipment normally CSA rules aren't applicable, and it is substantially harder to find and limiting to the options. If the provided equipment meets ABS class &amp; TC rules, can it be considered compliant?</p>	<p>As noted in 5.11.1.1. ABS Rules for Building and Classing Marine Vessels (Marine Vessel Rules) Updated January 1, 2020, apply as well as those standards referenced by ABS Rules. CSA requirements included below must apply where defined by ABS as a requirement to be applied.</p>

58	<p>SOW Definition of the SSSI - The Industry Day briefed the SSSI as follows:</p> <p>The Contractor must arrange for supply and integration of both new and existing machinery, systems and equipment by a Single System Supplier and Integrator (SSSI).</p> <p>The SSSI may be the Contractor, a subcontractor, an engine supplier, or an engineering company.</p> <p>The SSSI is responsible for the integration of all the following specification items:</p> <ul style="list-style-type: none"> <li>• Propulsion Machinery</li> <li>• Main engines, clutches, gearboxes and all associated auxiliary machinery upgrades and all associated control and individual component safety and monitoring systems.</li> <li>• Shaft Alternators Replacement and Frequency Stabilization</li> <li>• Switchboard Upgrades and Power Management System</li> <li>• Motor Control Centers Upgrade</li> <li>• Propulsion Control Systems Replacement</li> <li>• Central Control Alarm &amp; Monitoring System Replacement</li> <li>• MCR Console Refurbishment</li> </ul>	<p>The SSSI is, as stated, responsible for:</p> <ul style="list-style-type: none"> <li>• Propulsion Machinery</li> <li>• Main engines, clutches, gearboxes and all associated auxiliary machinery upgrades and all associated control and individual component safety and monitoring systems.</li> <li>• Shaft Alternators Replacement and Frequency Stabilization</li> <li>• Switchboard Upgrades and Power Management System</li> <li>• Motor Control Centers Upgrade</li> <li>• Propulsion Control Systems Replacement</li> <li>• Central Control Alarm &amp; Monitoring System Replacement</li> <li>• MCR Console Refurbishment</li> </ul>
59	<p>In regards to Request for Proposal (RFP) section 4.1.4 Joint Ventures Experience; why is Canada amending its own policy and restricting JV bidders to only 2 JV members? Will Canada consider following its own policy and remove the 2 JV party restrictions???</p>	<p>AMENDMENT 011 - ref 59 to 76</p> <p>Canada does not have a policy that restricts us from limiting the number of members in a Joint Venture. After some consideration, the number of participants allowed will be increased from two to three.</p> <p>Refer to item 4 of this amendment for the subsequent RFP edits.</p>
60	<p>In regards to RFP section 6.7.2 (d) Preliminary Work Schedule, we request that FSR scheduling be removed. It will be impossible to schedule FSRs until post contract award since no contractual commitments will be made by bidders until after contract award. Suppliers will not guarantee FSR services until a contract is in place.</p>	<p>For the purposes of the preliminary schedule, this FSR detail can be omitted.</p> <p>Refer to item 5 of this amendment for the subsequent RFP edits.</p>

61 In regards to RFP section 6.7.2.2 Preliminary Work , can Canada explain why the level of detail such as manpower loading is being requested with the bid? The bidder is already certifying that it has adequate resources to meet the contractual delivery date. The level of detail required to provide loading across disciplines before detailed and production engineering is complete is not possible with any level of accuracy. The bidder requests that this requirement be removed.	In support of the Bidder certifying that it has the resources required to meet the contractual delivery date, Canada requires this information to ascertain how the Bidder plans to resource this Work given the level of effort required for this VLE.
62 In regards to RFP section 6.7.2.3 Preliminary Work, the same concern mentioned above for 6.7.2.2 holds true for this requirement, since the determination of direct and indirect labour will not be made until the production planning phase when full labour availability is known.	Refer to the response given in ref 61, above.
63 Mandatory Technical Requirement M-6 is unrealistic and excessive as a proposal mandatory. It will be impossible for a bidder to respond with any accuracy unless PDR has been completed and that will not occur until after Contract Award.	Refer to responses in Questions ref 61 and 62. Annex P has been updated per the response in ref 60, and is attached (ANNEXES_Prev2_Qrev0.zip).
64 RFP Part 2, 2.9 lists bid challenge and recourse mechanisms. However, it appears the neither the OPO (Office of the Procurement Ombudsman) nor the CIITT has authority over this bid. Will Canada clarify what opportunities will be available to potential supplier?	The Canadian International Trade Tribunal (CIITT) would be a viable option for this bid.
65 The SOW defines bi-weekly and bi-monthly so that these are essentially the same thing (every two weeks). Is this correct?	They are similar; bi-weekly means every 2 weeks, and bi-monthly means 2 times per month. Refer to SOW Part A, GR 01 (2.1.1.4 and 2.1.1.5).
66 Further to the above, many management deliverables are required to be provided bi-monthly; i.e. every two weeks. This will be a large administrative burden. Can Canada confirm that this is the schedule intended?	Yes. Canada needs the information on work progress to be provided bi-monthly i.e. to detect an early indication of any slippage in schedule.
67 RFP Annex H, Appendix 1, requires that Contractors provide life-cycle costing information such as maintenance labour rates 15 years in the future. This is an unrealistic requirement, which will be interpreted inconsistently by bidders. Will Canada please revisit this requirement to something more sensible.	Engine manufacturers publish the interval between major overhauls and costed parts lists for the different engines. Bidders are to use this information to complete the required forms. This is not a new approach.

68 The pricing data sheets (Annex H, appendix 1) assume that all items are stand-alone, which will not be the case. In the event that scope of work is reduced does Canada accept that line items cannot necessarily be used in isolation as the basis for price revisions?	Yes, in the event of a reduction of Work scope, Canada understands that line items cannot be used in isolation as the basis for price revisions.
69 Further to the above, as much of the work is required to be provided by a Single System Supplier Integrator (SSSI), an SSSI will normally quote for much of the work against the integration task, which will be split across many items. Will it be mandatory to split out these costs in an arbitrary way	Yes, the pricing must be weighted out separately in the pricing data sheet.
70 The pricing data sheets (annex H appendix 1) include a single line item for all project management activities and appear to have nowhere to quote any of the engineering work that will be required to accomplish the project. As these are likely to be significantly more costly than most of the other line items, will Canada explain how they are to be presented to ensure that Contractors are quoting realistically for these essential elements of the work?	Engineering costs should be incorporated into the individual SOW items, as applicable for each SOW Work item.
71 Amendment 005 Answer 2 makes it clear that Canada has developed an estimated cost for this modernization. Will Canada share this with bidders to allow them to make a determination of an appropriate level of effort to apply to their proposals? To explain this question further, we note that the ITB policy is required to be applied to all CCG procurements of \$100m or above. It appears highly likely that the work will exceed this threshold, and therefore the project is likely to be delayed, cancelled or decopied if bids exceed this threshold.	No, this information will not be provided in a competitive solicitation
72 The engine fuel consumption evaluated through Annex H is specified to be at 100% power and 85% power. How is this to be interpreted? It is very unlikely that all engines proposed will have the same MCR as each other or as the existing engines.	The bidder is to use the published fuel consumption numbers for their proposed engine.

73	<p>For a Fixed Price contract the below expectations are unreasonable?</p> <p>"8.7.1.1 The Contractor must submit copies of all purchase orders for primary machinery and equipment required to complete the specified Work to the TA for review and comment.</p> <p>8.7.1.2. A list of Purchase Orders required for review will be made available by the TA.</p> <p>8.7.1.3. Provision of additional purchase orders must be accommodated when requested by the TA."</p> <p>Equipment will be specified during the engineering phase and cited in drawing BOMs. CCG approval during PDR &amp; CDR is the venue to discuss how the selected equipment meets the technical requirements of the RFP. Reviewing individual purchase orders is inefficient and unnecessary.</p>	<p>The intent is for the TA to do a quick review of the specifications' related information. The Contractor is responsible for meeting the requirements of the SOW. If a discrepancy is noted, at that time, the Contractor could save restocking costs. The review will not involve TA approval.</p>
74		<p>Refer to the response given in Amendment 7 questions 3 and 6.</p>

<p>Obviously, an extremely high level of technical, cost and schedule risk is involved in this approach. Basing contractor selection purely on low bid and minimal mandatory requirements then transfers all this risk to Canada, as a successful bidder may not have the competency or resources to actually perform, and Canada is not currently requiring any substantive evidence of a bidder's ability to do so.</p> <p>Will Canada therefore consider modifying its bid evaluation approach to allow bidders to provide supplementary information that demonstrates their due diligence in scoping the work and in assembling the project team needed to undertake it?</p>	<p>This is written as a performance specification. Bidders are responsible to determine the number of units required for each spec item. Bidders are to use their experience and are advised to include a risk factor if they have concerns that they missed a unit.</p> <p>75 The PDR/CDR deliverables tables in a number of areas include wording such as "to include, and not be limited to". Will Canada explain how contractors are intended to respond to this type of open-ended requirement? Whose opinion of what is needed will prevail?</p> <p>76 The CDR deliverables for the Deck Crane include FAT test data approved by class,etc. This is required by Feb 2023 at the latest. Will Canada explain how the scheduling of this item is intended to be achieved?</p>
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