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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.

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Title - Sujet CCGS Terry Fox VLE	
Solicitation No. - N° de l'invitation F7049-200041/B	**Amendment No. - N° modif.** 012
Client Reference No. - N° de référence du client F7049-200041	**Date** 2022-01-06
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**

Solicitation Closes - L'invitation prend fin
at - à 02:00 PM Eastern Daylight Saving Time EDT
on - le 2022-05-17 Heure Avancée de l'Est HAE

F.O.B. - F.A.B.
Plant-Usine: ☐ **Destination:** ☐ **Other-Autre:** ☐

Address Enquiries to: - Adresser toutes questions à: Pandini, Madeleine	**Buyer Id - Id de l'acheteur** 043md
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Solicitation Amendment # 012

This amendment is hereby raised :

1. **To include Questions and the Responses for the solicitation.**
2. **To update Annex A - Statement of Work (SOW), Part B SOW item '12.2 BUBBLER COMPRESSOR REPLACEMENT'.**

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

A log (added at the end of this amendment) includes all previous Questions and Answers.
Amendment 012 adds questions ref 77 to 80 to the log.

2. **To update Annex A - Statement of Work (SOW), Part B SOW item '12.2 BUBBLER COMPRESSOR REPLACEMENT'**

Subsequent to new question ref 80 response,
Annex A - Statement of Work (SOW), located in Annex A - Statement of Work folder (included in the attachment 'annex_annexe_a_REV1.zip') is revised (Note that affected updates to the Pricing Data Sheet for section 12.2 will follow in a subsequent amendment).

In subfolder 3, SOW PART B, and in file 'Part B Section 12 – Propulsion & Maneuvering Systems'.
Under section 12.2 BUBBLER COMPRESSOR REPLACEMENT:

- Delete (in its entirety):

12.2 BUBBLER COMPRESSOR REPLACEMENT

- Insert:

12.2 BUBBLER COMPRESSOR REPLACEMENT

1. SCOPE

1.1. Intent

1.1.1.1. The intent of this SOW item is to replace the vessel's existing Air Bubbler Compressors and control systems, collectively known as the Air Bubbler Compressor System (ABCS), with new, GSM supplied equipment.

1.1.1.2. The general scope must include the removal of the existing two ABCS and their associated gearboxes, motors and starters, panels, lubrication equipment, air discharge equipment and electrical cabling and wiring.

1.1.1.3. The general system scope must include the installation, including electrical cabling and wiring, of new ABCS (GSM) consisting of:

a) Two (2) Compressor Units (CUs), each including a centrifugal air blower with integral gearbox, drive motor and coupling, all skid mounted
b) Various CU accessory equipment and related hardware
c) Two (2) Electric motor variable frequency drives

d) Two (2) Compressor Unit Local Control Panels (LCPs)
e) One (1) ABCS Master Control Panel (MCP)
f) Four (4) ABCS Bridge Control Panels (BCPs)

1.2. Related SOW Items

1.2.1.1. This Work must be carried out in conjunction with the following SOW items:

a) 12.3 Air Bubbler Piping
b) 19.2 Central Control, Alarm and Monitoring System
c) 19.7 Wheelhouse Consoles

2. REFERENCES

2.1. Regulations, Rules, Codes and Standards

2.1.1.1. All design, material and Work must meet ABS and Transport Canada Marine Safety and Security (TCMSS) requirements for approval and purpose on the vessel. The Contractor must identify, coordinate and meet the specific requirements in accordance with the Acts, Regulations, Standards, Rules, Codes and Guidelines (ARSRC&G) referenced in this SOW, refer to Part A GR 1.0, Section 5.0. Approval, of design, material, and Work, in accordance with the applicable Regulations and standards referenced therein over and above Class approval, must be met as and when required.

2.2. Drawings and Documents

2.2.1.1. Table: List of applicable drawings and documents

Drawing/Document Number	Description
T13-1051-001, 002	General Arrangements
60-00-01	Machinery Arrangement
T13-1027-001	Capacity Plan
07-82-21	Air Bubblers Control System Block Diagram
07-82-22	Air Bubbler Control System Connection Diagram
07-82-23	Air Bubbler Control System Connection Diagram Equipment in Air Bubbler Compt.
15-00-39	Seat 88, Air Bubbler Compressors
71-10-01	Air Bubbler System Diagram
71-10-03	Arrangement of Air Bubbler Piping In Machinery Space (IMS)
12.2-6	Existing Air Bubbler Compressors
12.2-7	Existing Bridge Control Panel
12.2-8	Existing Master Control Panel
12.2-9	Existing Bubbler Compartment and LCP Detail
12.2-10	Existing Hydraulic Valve Control System

2.3. Name Plate Data

2.3.1.1. Existing Air Bubbler Compressor System

Cord Type KA22S Turbo Blowers (2 of)
Capacity of 11018 SCFM at 26.376 psia
Brown Boveri compressor drive motor, Type Q0XY 355 M2 B 10, 600 HP, 3570 RPM, 460VAC, 3 Phase, 60Hz (2 of)
Compressor Blow Off valves (2 of)
Compressor Discharge Check valves 2 (of)
Compressor discharge cones (2 of)
Local Control Panels (2 of)
Master Control Panel (1 of)
Bridge Control Panels (4 of)

2.4. OEM/SUPPLER/FSR

2.4.1.1. The Contractor must provide ABCS manufacturer FSR support for this item .

2.4.1.2. Installation, assembly, and commissioning of the new ABCS must be overseen by the FSR.

2.4.1.3. The Contractor must coordinate the total labor and material requirements for this requirement with the FSR.

2.5. Contractor Supplied Material

2.5.1.1. The Contractor must supply all equipment, parts materials and tools required to perform the specified Work except as defined in section 2.6.

2.6. Government Supplied Material

2.6.1.1. Canada will supply:

a) Two centrifugal air compressors with accessories and controls for Contractor installation.

3. TECHNICAL

3.1. General

3.1.1.1. The Contractor must isolate, disconnect, release, and remove two existing Cord centrifugal compressor units complete with all associated control hardware and electric cables and replace with two, new centrifugal blower units (GSM) and all associated control hardware and electric cabling.

3.1.1.2. It is the responsibility of the Contractor to ensure that all requirements specified in Part A of this Statement of Work, i.e., the General Requirements (including GR 1 to 12) are taken into consideration and applied to this SOW item's defined Work requirements. This SOW item may

mention certain specific requirements from Part A. However, this does not exempt the Contractor from considering and including any other references from Part A that should also be applied and included for this SOW item's Work. ALL requirements must be assessed and included, when applicable, for the Work described in this SOW item.

3.1.1.3. The existing Compressor Units (CUs), Local Control Panels (LCPs) and motor starters are fitted in the Air Bubbler Compartment, frames #123-144, at the machinery space upper flat level.

3.1.1.4. The existing Master Control Panel (MCP) is installed in the Machinery Control Room (MCR).

3.1.1.5. The existing Bridge Control panels (BCPs) are installed on the bridge, one at each of:

a) Forward Console
b) Port Wing Console
c) Starboard Wing Console
d) Aft Console
e) All new hardware must be installed in the locations as the per SOW item 19.7.

3.1.1.6. The new machines will be delivered unassembled. The Contractor must assemble the machines on site.

3.1.1.7. At the Contractor's discretion, the existing machines may be similarly disassembled to facilitate removal.

3.1.1.8. The ABCS requirement includes integration with, and control of, the ABCS discharge air, hydraulic operated valve control system. The hydraulic valve control system is not included in the scope of replacement under this SOW. The existing hydraulic valve control system is to be retained and must be integrated with the new ABCS.

3.2. Access, Shipping and Closing Plan

3.2.1.1. The Contractor must provide an Access, Shipping and Closing Plan for completion of this SOW item.

3.2.1.2. The Access Plan must detail all structure and shell plate removals deemed necessary to facilitate the ABCS replacement.

3.2.1.3. The Shipping Plan must detail all lifting, jacking and skidding requirements to facilitate removal of the existing ABCS components from their fitted locations and installation of the new ABCS into the locations in which they will be installed.

3.2.1.4. The Closing Plan must include all material specifications and weld procedure details for all disturbed structure and shell plate reassembly.

3.2.1.5. The Access and Closing Plan must be submitted for review and acceptance of the TA and approval by Class prior to commencement of the Work.

3.3. Access

3.3.1.1. The Contractor must access the various spaces in which components of the ABCS are installed as per the approved Access Plan.

3.4. Removals

3.4.1.1. The Contractor must isolate, disconnect, release, and remove all components of the existing ABCS. This must include but not be limited to:

a) CUs including compressors with integral gearboxes, drive motors, skids.
b) CU electric motor starters
c) All CU accessories including LCPs, local gage panels, lube oil systems, pumps, coolers, filters etc.
d) CU air discharge cones
e) CU blow off valves and silencers
f) CU air discharge check valves
g) MCP
h) BCPs
i) Local hydraulic valve test panel in the air bubbler compartment.

3.4.1.2. The Contractor must drain, collect, and dispose of all fluids in the existing machines prior to removal from the vessel.

3.4.1.3. Electrical cabling between the MCP and the hydraulic zone valve control system must be identified, tagged, and retained for future use with the new system.

3.4.1.4. The Contractor must treat all removed equipment and material, not to be reused as Category C material.

3.5. Installation

3.5.1.1. The Contractor must install and assemble the new ABCS under the direction and supervision of the FSR and per the manufacturer's recommendations and instructions. The new CUs will be delivered unassembled.

3.5.1.2. The general installation scope must include all mechanical, electrical and control requirements of the new ABCS (GSM) consisting of:

a) Two (2) Compressor Units (CUs), each including a centrifugal air blower with integral gearbox, drive motor and coupling, all skid mounted
b) Various CU accessory equipment and related hardware (lubrication piping and components, vibration isolation mounts, discharge air piping and components, etc.
c) Two (2) Electric motor variable frequency drives
d) Two (2) Compressor Unit Local Control Panels (LCPs)

e) One (1) ABCS Master Control Panel (MCP)
f) Four (4) ABCS Bridge Control Panels (BCPs)

3.5.1.3. The procurement of the new ABCS has not been finalized. The Contractor must include an allowance of $500,000 to include the installation of all GSM, as well as any Contractor furnished components required for the complete installation (mechanical, electrical, instrumentation and control), and commissioning. The allowance includes the Work under section 3.5 and the entire section 4 of this SOW item.

3.5.1.4. This allowance must be tracked between Canada and the Contractor. It must be based on actual labour timesheets and material invoice costs. The total cost will be adjusted by PWGSC 1379 based on final material invoices and direct labour associated with this Work as agreed upon by the TA and the Contractor.

3.5.1.5. The Contractor must be responsible for assessing the full installation requirement of the new ABCS, after detail of the new ABCS has been confirmed by Canada, and developing a full installation scope and plan acceptable to the TA. This assessment and installation plan development must be included in the allowance defined in section 3.5.1.3.

3.6. Closing

3.6.1.1. The Contractor must close all access openings as per the approved Closing Plan

4. PROOF OF PERFORMANCE

4.1. Inspection

4.1.1.1. Final, installed position of the new CUs must be inspected by the TA prior to final securing and connection of the new CUs.

4.1.1.2. Final alignment of the CU motors to the CU gearboxes must be witnessed by the TA.

4.1.1.3. Fit up of CU air intake and discharge connections must be witnessed by the TA prior to final bolt up of these connections.

4.2. Testing

4.2.1.1. 100% of all new structural welds must be tested for defects by the liquid penetrant method

4.2.1.2. 20% of all new shell plate welds must be tested for defects by the radiographic method.

4.2.1.3. All new motors must be Megger tested prior to energizing.

4.2.1.4. All existing electrical power cables to be reused must be megger tested prior to connection.

4.3. Commissioning/Testing

4.3.1.1. The Contractor, in coordination with the FSR must provide an ABCS installation procedure and checklist.

4.3.1.2. The FSR must complete the installation checklist prior to Commissioning and Testing of the new ABCS.

4.3.1.3. The Contractor, in coordination with the FSR must provide an ABCS Commissioning and Test procedure and checklist for review and acceptance by the TA.

4.3.1.4. The Contractor, under guidance, direction, and coordination with the FSR, must complete the Commissioning and Testing Procedure and Checklist.

4.3.1.5. At a minimum, the Commissioning and Testing Procedure and Checklist must include:

a) The Contractor must fill both CUs with lubricant and ensure all lubrication requirements of the machines are satisfied.
b) The machines must be pre-lubricated to verify oil systems.
c) The machines must be rotated manually to insure no evidence of binding or other issue.
d) When approved by the FSR, the machines must be started, and all functions proven correct.
e) All LCP control, monitoring, indication and alarm functionality must be proven to be correct.
f) All operational parameters of the CUs in an idle state must be proven to be correct.
g) Control transfer between LCPs, MCP and BCPs must be proven correct.
h) All MCP control, monitoring, indication and alarm functionality must be proven correct.
i) All control, monitoring, indication and alarm functionality at the four BCPs must be proven correct.
j) All hydraulically operated air discharge zone valve functionality must be proven correct.

4.3.1.6. The Commissioning and Testing Checklist must be completed by the FSR.

4.3.1.7. All Commissioning and Testing of all new ABCS functionality must be witnessed by the TA and Class.

4.4. Trials

4.4.1.1. In coordination with the FSR, the Contractor must develop and present a dock and sea trials plan for the ABCS as defined in SOW Part A GR 7.0.

5. DELIVERABLES

5.1. Drawing/Reports

5.1.1.1. The Contractor must provide:

a) An Access, Shipping and Closing Plan
b) A megger test report.
c) A weld test report.

d) A report from the FSR detailing all ABCS installation procedures and results.
e) Completed ABCS Installation Checklists.
f) Completed CU Alignment Data Sheets
g) Complete ABCS Commissioning Checklists
h) Dock trial report with records of all readings; motor temperatures and amperages; alarm tests and shutdowns; oil temperatures; vibration readings and all other data as defined by the Trials Plan.
i) Sea trial report with records of all readings of motor temperatures, and amperages at various blower loads, all gearbox and blower readings at various loads and all other data as defined by the Trials Plan.

5.2. Manuals

5.2.1.1. N/A

5.3. Spares

5.3.1.1. N/A

5.4. Training

5.4.1.1. The Contractor must provide onsite training offering:

a) A general overview of the ABCS and all related ABCS sub-components.
b) All system functions and operational procedures.
c) All HMI functionality and use of the handheld HMI option.
d) Routine maintenance requirements of all system components including regular watch keeping requirements.

5.4.1.2. This training must be provided by the ABCS FSR and must be offered only after completion of installation and commissioning of the new ABCS.

5.4.1.3. The Contractor must provide two onsite training sessions, each of eight (8) hours duration. One session must be offered to each of two vessel crews. Scheduling of the training sessions must be arranged by the Contractor. The TA will make available the vessel crew change schedule in advance of the training.

5.5. Certifications

5.5.1.1. The Contractor must provide proof of Class inspection and acceptance of all aspects of the installation and function of the new ABCS.

CCGS Terry Fox VLE - F7049-200041/B, Question and Answer Log		
Ref	**Question**	**Answer**
Note that amendments 001 to 010 have been released separately and copied here, for convenience. Any discrepancy in language between the		
AMENDMENT 001 - Ref 1 to 3		
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)?	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?	The PDS is targeted to be published approximately a week before the first Site Visit day of November 30th.
AMENDMENT 002 - Questions 1 to 2 (ref 4-5)		
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?	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. CCGS Terry Fox VLE (F7049-200041/B) - Buyandsell.gc.ca 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.
5	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. When is the government intending to release this information? If not before the site visit will there be another opportunity to visit once this information is available?	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. Efforts will be made to accommodate late confirmers but these slots may not be guaranteed to be as long in duration as predetermined slots.
AMENDMENT 003 - Questions 1 to 2 (ref 6-7)		
6	Can videos and photographs be taken during the Site Visit - Vessel?	Videos and photographs are permitted for the purposes of clarifying the interpretation for the SOW.
7	When will the Pricing Data Sheet (PDS) for this project be published on BuyandSell.gc.ca?	The PDS is targeted to be published approximately a week before the Bidders' Conference on December 6.
AMENDMENT 005 - Questions 1 to 3 (ref 8-10)		
8	Can you kindly advise how this project has achieved an exemption from having ITB requirements?	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.
9	Is this solicitation considered part of the NSS?	Yes, the Terry Fox VLE requirement falls under the National Shipbuilding Strategy.

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. 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. This procurement strategy is extremely high risk to both parties and will work contrary to the very successful contracting strategies currently employed under NSS. 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?	Canada acknowledges that ancillary contracts have been used in certain circumstances, however, they are not considered for competitive procurement processes under the NSS. 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. 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.
AMENDMENT 006 - Questions 1 to 3 (ref 11-13)		

11	SOW item 12.1, section 3.4.2.2. The ME's must be medium speed, four stroke diesel en-gines, with medium speed being defined for the purpose of this SOW as being between 600 rpm and 750 rpm. 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. 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 mainte-nance price.	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. 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.'
12	In future amendments, is it possible to combine questions and answers so that the last amendment includes all the amendments for the project?	This is typically done near the end of the bid period (approximately 2 weeks prior to the end of the bid solicitation period). Canada has reconsidered and is using this log (Dec 23, 2021, AMD 011)
13	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?	Yes. We are going to soon release a REV 1 to the SOW.
AMENDMENT 007 - Questions 1 to 21 (ref 14-34), Biddes' Conference Minutes		
14	Para 2.7.1 - The Initial Work Period of eight months is inadequate for this work scope to be com-pleted. Will Canada consider 14 months for this Definition and Engineering Phase (i.e. Initial Work Period)?	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.
15	How many days will Canada take to analyse the bid (to evaluate the bid)?	The bid evaluation period is estimated to last between one to two months

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 ca-pability 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) The SOW contains over 11,000 "must" statements, meaning that there are effectively over 11,000 mandatory requirements. GR 01 section 1.4.1.3 states that all requirements are mandatory. Given that this is an RFP and not an ITT, will the bidder be allowed to propose alternatives to the 11,000 musts, provided that they meet the performance requirements related to those mandatories? How will Canada evaluate the over 11,000 mandatories?	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 lifecy-cle costs and known work can be a significant number. The only technical aspect is if the replace-ment 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 ex-ample, 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 requires an ITB (such as the ferry build program). Can the same be done for IPCs (for ex-ample, 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	Annex P - Mandatory Technical Requirements. 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?	For mandatory technical requirements listed in Annex P, each requirement (M#) includes two parts: 1) The first part states the requirement; and 2) The second part identifies what needs to be submitted in order to demonstrate compliance. 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.
24	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. 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. Currently as the Phased assessment is written there is nothing to stop this occurring.	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.
25	(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.	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. 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.

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 organiza-tion 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 en-sure 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.

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.?	Please provide a request detailing the specific information that you require.
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.
AMENDMENT 009 - Questions 1 to 10 (ref 35-44)		
35	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? 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?	Canada will extend the bid closing date by one month (May 16, 2022). 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.
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) **2.7.1. Initial Work Period**, eight months is inadequate for this work scope. Will Canada consider 14 months for this Definition Phase?	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. At this time, we will not increase the duration of the Initial Work Period.

39	Also in regards to section RFP **2.7.1. Initial Work Period**, 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?	The Propulsion System (PS), per the SOW, is supplied by the Contractor and will not be supplied by Canada. In the RFP, Delete (in its entirety): 2.7.1 Insert (***the sentence in bold and italics has been modified***): 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. ***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.*** 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.
40	In regards to section **4.1.1.2 (i) Phase I: Financial Bid**, since to the "satisfaction of Canada" is subjective and undefined, will Canada publish its Evaluation Plan? Will Canada employ a Fairness Monitor?	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.
41	In regards to section **4.1.2 (c) Evaluation Procedures for Proposed Equivalent Products,** "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?	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.
42	In regards to section **4.1.6 Financial Evaluation**, will revisions to the Governmental Covid protocol, post bid closing, be paid by Canada through the normal 1379 process?	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.

43	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?	This requirement will not be modified.
44	In regards to RFP section **4.1.3 Technical Evaluation** Who will perform the technical evaluation? How will the evaluation be conducted?	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: 1) The first part states the requirement; and 2) The second part identifies what needs to be submitted in order to demonstrate compliance. 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. 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.
AMENDMENT 010 - Questions 1 to 14 (ref 45-58)		
45	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? **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.	CCG to provide additional information in January 2022.

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 proposeed 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?	In subfolder 3, SOW PART B, and in file 'Part B Section 12 – Propulsion & Maneuvering Systems', under section 12.1 PROPULSION MACHINERY REPLACEMENT: Delete (in its entirety): 3.4.5.18 Insert: 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 & 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.
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?	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: -the first from the proposed internal 24V supply (460V infeed), and -the second from the switchboard UPS, is acceptable. Note: The proposed solution with an internal UPS contains additonal batteries in each unit; batteries of small size that have to be maintained, cataloqued, and peridically replaced.

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?	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: Delete (in its entirety): 3.3.7.1 Insert: 3.3.7.1 (NOT USED)
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?	A higher voltage will be acceptable, up to a maximum of 690 Volts.
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 & TC rules, can it be considered compliant?	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.

58	SOW Definition of the SSSI - The Industry Day briefed the SSSI as follows: 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). The SSSI may be the Contractor, a subcontractor, an engine supplier, or an engineering company. The SSSI is responsible for the integration of all the following specification items: • Propulsion Machinery • Main engines, clutches, gearboxes and all associated auxiliary machinery upgrades and all associated control and individual component safety and monitoring systems. •Shaft Alternators Replacement and Frequency Stabilization • Switchboard Upgrades and Power Management System • Motor Control Centers Upgrade •Propulsion Control Systems Replacement •Central Control Alarm & Monitoring System Replacement • MCR Console Refurbishment The Bidder requests revision of the SOW to ensure that it properly defines the SSSI as: either an individual assigned by the shipyard or a subcontractor or an engine supplier or an engineering company	The SSSI is, as stated, responsible for: •Propulsion Machinery •Main engines, clutches, gearboxes and all associated auxiliary machinery upgrades and all associated control and individual component safety and monitoring systems. •Shaft Alternators Replacement and Frequency Stabilization • Switchboard Upgrades and Power Management System • Motor Control Centers Upgrade •Propulsion Control Systems Replacement •Central Control Alarm & Monitoring System Replacement • MCR Console Refurbishment The SSSI can be the Contractor, a subcontractor, an engine supplier, or an engineering company. The requested resume for evaluation is for the SSSI Project Manager (consequently, refer to RFP edits and SOW edits) who acts as the onsite representative overseeing and managing the integration activities. **Refer to amendment 010 for detailed edits to the applicable RFP sections, including Annex P, and to the applicable SOW sections.**
AMENDMENT 011 - ref 59 to 76		
59	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??	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. Refer to item 4 of this amendment for the subsequent RFP edits.
60	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.	For the purposes of the preliminary schedule, this FSR detail can be omitted. Refer to item 5 of this amendment for the subsequent RFP edits.

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 CITT has authority over this bid. Will Canada clarify what opportunities will be available to potential supplier?	The Canadian International Trade Tribunal (CITT) 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 significnatly 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 requried to be applied to all CCG procurements of $100m or above. It appears hightly likely that the work will exceed this threshold, and therefore the project is likely to be delayed, cancelled or descoped 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	For a Fixed Price contract the below expectations are unreasonable? "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. 8.7.1.2. A list of Purchase Orders required for review will be made available by the TA. 8.7.1.3. Provision of additional purchase orders must be accommodated when requested by the TA." Equipment will be specified during the engineering phase and cited in drawing BOMs. CCG approval during PDR & CDR is the venue to discuss how the selected equipment meets the technical requirements of the RFP. Reviewing individual purchase orders in ineffecient and unneccesary.	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.
74	In preparation for this project Canada has commissioned a number of studies related to work items; for example certain steel repairs, new deck hatch, galley layout, etc. The materials provided are very useful in developing costs for these items. However, we also note that in many of these cases there is still uncertainty in what the final scope of work will be, with provision for adjustment by 1379. Meanwhile, for the vast majority of work items, including the most complex items, no such studies are available. From Amendment 009, Answer 1 it is clear that Canada expects that bidders will "work with key suppliers, engineering and/or project management firms to develop their bid". In order to provide realistic fixed firm prices, bidders and their engineering firms will need to develop at least the same level of detail as that in the existing studies. This must be done at their own cost, with limited access to the vessel, with no certainty as to the correctness of existing drawings and scans, and with no ability to account for even the level of uncertainty acknowledged by Canada under a majority of the existing studies.	Refer to the response given in Amendment 7 questions 3 and 6.

	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. 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?	
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?	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 experiance and are advised to include a risk factor if they have concerns that they missed a unit.

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 achived?	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. The procudure for the FAT may be approved by then but the testing will obviously not occur at that time.
AMENDMENT 012 - ref 77 to 80		
77	Canada's response to Amendment 5, Question 1 (Question ref 8) is evasive, however, confirms that the ITB Policy, as published by ISED, is not being followed, link refers: https://www.ic.gc.ca/eic/site/086.nsf/eng/home Therefore we ask the following supplemental questions: a. Please provide bidders the project pre-tax dollar value estimated by Canada? b. Where is scope and duration defined in the ITB Policy as a factor for determining eligibility? c. Like all refit projects, the vast majority of the work will be performed in Canada. Why would this project be treated differently than, say the Frigate DWPs, which require ITBs? d. Can Canada provide bidders with the assessment conducted by Canada and referred in their response to this question?	a. Canada will not release the estimated project value. b. Scope and duration are examples of a number of factors that ISED (Innovation, Science and Economic Development Canada) considers when determining the application of the ITB (Industrial and Technological Benefits) policy. c. Canada has discretion when applying the ITB policy. As per Question ref 8 response, an assessment was conducted and it was determined that the ITB policy would not apply. d. No, this information will not be released.
78	Supplemental to Canada's response to Amendment 5, Question 2 (Q ref 9), as follows: a. Is this project also considered a Major Crown Project? b. Will a Fairness Monitor be utilized?	a. The Terry Fox VLE requirement is not considered a Major Crown Project. b. A Fairness Monitor will not be utilized for this requirement (refer to question ref 40 response).

79	Canada's response to Amendment 5, Question 3 (Q ref 10) is factually incorrect and bidders ask the following supplemental questions: a. Canada stated, "… ancillary contracts have been used in certain circumstances, however, they are not considered for competitive procurement processes under the NSS (National Shipbuilding Strategy)." The contracts resulting from NSS were as a result of a competitive processes and several ancillary contracts have been awarded to those shipyards. In addition ancillary or bridging contracts are common place in engineering or complex projects. Among several other reasons, they are used to mitigate the risk of proceeding with work before detailed design work or engineering is completed and accurate indicative costing can be established. What makes matters even higher risk in this tender is Canada requiring bidders to perform this detailed design work during the bid phase. Given the facts in the matter, will Canada reconsider its answer?	a. Ancillary contracts have been used in certain circumstances, however, they are not broadly used for competitive procurement processes. They will not be used for the Terry Fox VLE requirement.

b. Also in its response to Amendment 5, Question 3 (Q ref 10), Canada stated, “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.” This is a misrepresentation of the RFI, the attached link refers: https://buyandsell.gc.ca/cds/public/2020/10/05/9f352c50a72272bee4c997de501a706f/ABES.PROD.PW__MD.B042.E27915.EBSU000.PDF. In the RFI Canada described an acceptable procurement strategy as follows: “ The intent would be to issue one Contract for the procurement of most of the equipment, materials, engineering and conduct of the VLE. Canada intends to provide performance based specifications for the main engines and other long lead items. The contract would result from a competitive procurement among capable shipyards in Eastern Canada. Due to the nature and complexity of the requirement, Canada will entertain traditional prime/subcontractor or joint ventures in the project. Canada intends to use a point rated bid evaluation process to evaluate the bids. The criteria for the award of contract would be determined by the lowest overall point evaluation of the bids. Overall point figures would be determined by a combination of mandatory, technical and financial bid evaluations.” It is clear that Canada has abandoned its RFI strategy whereby capability would be determined first, followed by rating the best proposal from prequalified yards. What we have here is a clear “bait and switch”. Will Canada reconsider this high risk, high cost to Industry procurement strategy for one that was advertised in its RFI?	b. The procurement strategy for the Terry Fox VLE will not be changed to include point rated criteria. At the time of RFI posting, the intention was to use a point rated evaluation process. Upon further review, Canada implemented an evaluation strategy using the selected mandatory criteria summarized in Annex P that simplifies the evaluation process and provides bidders with clearly defined criteria that must be met to be considered responsive. The mandatory criteria set out in Annex P, coupled with the SOW contractual requirements, achieves the original intent.

	c. Canada states that it, “appreciates the level of effort required to prepare bid packages.” By not considering Industry’s request to change this strategy, bidders do not believe that Canada at all appreciates the cost to bid this procurement. Bidders ask the following supplemental questions: i. Will Canada compensate bidders for their costs should there be no successful bidder? ii. Bidders believe that Canada has insufficient funds to complete all work defined herein. Will Canada assure bidders it will not cancel this procurement due to insufficient funds?	c.i. Under no circumstances will Canada compensate bidders for their costs to prepare bids. c.ii. As per SACC 2003, article 11 (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#rights-of-canada), Canada reserves the right to cancel the bid solicitation at any time.
80	In regards to Annex A Part B Section 12.2 Bubbler Compressor Replacement section 2.2.1.2 and 2.2.1.4, the SOW states the Procurement of the new ABCS has not been finalized. When will this be completed and when will the requisite documentation be made available to bidders?	Annex A Part B Section 12.2 Bubbler Compressor Replacement has been revised to include an allowance for the installation. Please refer to item 2 of this amendment for a new version of 12.2.