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Bid Receiving - PWGSC / Réception des soumissions -
TPSGC

11 Laurier St. / 11, rue Laurier

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Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Ship Construction, Refit and Related
Services/Construction navale, Radoubs et services
connexes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

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| Title - Sujet NSFRV Build | |
| Solicitation No. - N° de l'invitation F7013-220306/A | Amendment No. - N° modif. 010 |
| Client Reference No. - N° de référence du client F7013-220306 | Date 2023-02-09 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$MC-040-28811 | |
| File No. - N° de dossier 040mc.F7013-220306 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2023-02-21 Heure Normale du l'Est HNE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Deslauriers(MC Div), Stephane | Buyer Id - Id de l'acheteur 040mc |
| Telephone No. - N° de téléphone (819) 420-2899 () | FAX No. - N° de FAX (819) 956-0897 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
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| Delivery Required - Livraison exigée | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

Solicitation Amendment 10 is raised to

- 1- Update wording for Annex G
 - 2- Update Section 1.2 - Summary
 - 3- Update Section 1.6 - Restriction on Bidding
 - 4- Add Section 7.38 – Restrictions on Subcontracting
 - 5- Add Section 7.39 - Defence Contract
 - 6- Update Price Table in Annex B – Basis of Payment
 - 7- Update Section 7.4.1 - Period of the Contract
 - 8- Update SACC Clause 2030 – General Conditions
 - 9- Update Section 7.24 - Procedures for Design Change or Additional Work
 - 10- Update TM10 – Shipyard Location
 - 11- Update TM1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria
 - 12- Update TM2 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria
 - 13- Update PR1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria
 - 14- Add clause 7.40 Warranty
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1- Answer Bidders' questions during the solicitation period. New questions and answers from Q89 to Q94.

DELETE: Annex E Bidder's questions and Canada's responses in its entirety
and

INSERT: The following Annex E Bidder's questions and Canada's responses

ANNEX "E"

BIDDER'S QUESTIONS AND CANADA'S RESPONSES

Q1. In connection with the scope of the project and in order to prepare a bid that will meet Canada's expectations, an extension of the bid submission date is requested. A 45-day extension is requested, which would be adequate in the perspective that the main suppliers respond within acceptable deadlines.

A1. In order to fit all the procurement activities before the winter break Canada agrees to extend the closing date to November 28, 2022.

Q2. The first two lines of the Cost Breakdown table in Annex B refer to the SOW section 7.1.6 while the description refers to the structure. Can this table be detailed, namely what is expected in connection with it?

A2. Section 7.1.6 makes no connection to the structure or associated table. On the other hand, Section 7.1.6 clearly states that before the Production Engineering Phase (1C) can proceed, the Contractor must complete the Design Development Completion Phase (1B) by completing the DED T-005 Technical Reference Base.

Q3. See below.

- a. The specification for the Fixed-Gas indicates it must be suitable for Class D fire. Please confirm the type of metal to be protected.
 - 1. Note: the lithium contained in Li-Ion batteries is not considered a Class D hazard and therefore does not need to be protected as if this is a Lithium fire.
- b. Are alternative solutions for Total flood systems acceptable, i.e., such as the extension of the water-mist system to other areas.
- c. The specification does not describe any Gas Detection requirements for the two battery compartments. Has this been considered as part of the requirements for battery storage rooms?
- d. What are the volumes of the protected spaces, please provide Gros and Net volumes for these spaces
- e. Item 4789 for Fire Detection, the requirement indicates that the FDS must indicate the Fan shutdown status, if this is provided to the SCMS is it still a requirement of the FDS? The FDS by class rules does not have to display 3rd party system status when this is achieved via other integrated systems.
- f. Item 4795 for Fire Detection, the requirement indicates that the FDS must be connected to the VDR, class rules allow for this connection to be via the SCMS when the SCMS is integrated with the FDS. Is this an acceptable alternative arrangement?
- g. Item 4794 for fire detection, the requirement indicates the FDS must interface with the PAGA, please confirm if this is to activate the PAGA or if this is for the PAGA system to silence the FDS outputs
 - 1. Further, class requirements allow for a potential free contact to be provided from the FDS to activate the PAGA when the PAGA provides all audible signals for fire alarm indication. Please confirm if the PAGA system will also be used to generate the fire alarm tone for the vessel. Where the PAGA is responsible for the fire alarm indication, separate audible circuits from the FDS are not required.
- h. Item 4790/4798 for fire detection, the requirement is to provide visual signals for high noise areas, please confirm if it is acceptable where the Signal Alarm Columns are fitted by the SCMS integrator that the alarms from this system satisfy this requirement OR is the requirement to still provide separate individual signals from the FDS.
- i. Item 4803, 4804, 4805, 4806 for fire detection, the requirement is to show the location of these devices. Is the intent of this spec item to simply have indication via text on the HMI or is the intent to have this shown as a graphic overlay of the Vessel showing the exact location of each device?
 - 1. Note, this can be achieved and is acceptable to class to be provided by the SCMS, is this an acceptable alternative where the SCMS has this capability. This is how the arrangement has been done on the OFSV and OOSV class vessels.
- j. Item 4808 for fire detection, the requirement indicates that information must be provided for the fixed fire system releases. Is the intent to indicate that the fire detection system must have control for the release of the fire suppression systems or simply indication?
 - 1. Typically, class only accepts indication and release for fire systems such as local application water mist systems
- k. Please confirm the hazard rating of the Battery Compartments, are explosion proof and/or intrinsically safe devices required in the battery rooms.
- l. 6485 for Fixed gas fire suppress and 523 Water-Mist, is it acceptable to only use one single solution for this compartment? Water mist is acceptable as a method to extinguish Battery fires but this specification suggests multiple system types as a solution. Is the intent of this project to have the fixed gas automatic and the water-mist manual only?
- m. Please confirm the water capacity of the technical or potable freshwater tanks, what capacity is available for 30minute run time of the water-mist system.
- n. Item 523 for Water-Mist, is there a backup sea-water connection available and what is the working pressure of the fire main
- o. Item 523 for Water Mist, what is the available power for the water mist system?

A3. The technical design package defines the necessary characteristics of the systems, equipment and material to the extent necessary for the bidder to understand design and determine the work required to

complete the design. Where the requirements for a system are not explicitly defined, it is the Bidder's responsibility to perform this type of detailed systems development and integration and to meet the requirements of the technical specifications. The Statement of Work is structured to include the necessary design phases to review the design information provided and subsequently complete the design development.

Q4. A Bidder requested an extension of (3) months to the November 28, 2022, closing date to be able to submit a bid on this project.

A4. Canada cannot extend the closing further due to other procurement activities that are linked to this activity.

Q5. For phase 1A is it the intention of CCG that the Contractor complete a full design check or is this task to ensure that the Contractor understands the point of development that the design is currently at? At which point does the Contractor take responsibility for the design of the NSFRV?

A5. As per SOW Section 7.1.2: "The purpose of Phase 1A is to review and understand the design development to date. No design advancement will occur during Phase 1A." To this end the winning contractor must perform the Design Review in accordance with the Contract and ensure that the equipment the bidder has proposed for integration in the design and the engineering for the production of the vessel will enable the vessel to meet the estimated performance criteria.

If there is a defect or deficiencies in the technical data package provided by Canada, then during the Design Review Phase, per SOW Section 7.1.3 : "The Contractor must use the change process in accordance with DID M-006 Configuration and Change Management Plan if they determine that specific requirements or design aspects need to be revisited for producibility or fabrication standpoint. The onus is on the Contractor to rationalize the issue. Once understood and accepted by Canada, the Contractor is responsible for developing a solution. Canada will review and may accept the solution.." The subject of design responsibility is further addressed in Section 7.36 i of RFP.

Q6. As the contract design drawing package has been sent to Lloyd's for review (Section 6.1) if the Contractor decides to go with Lloyd's as the Class society will the reviewed/approved drawings along with the Lloyd's comments be provided?

A6. The reviewed/approved drawings along with the Lloyd's comments will be provided to winning bidder upon Contract award.

Q7. In Section 9.1 it states the scope of equipment to be provided by the pre-determined SSIs (AKA and Hawboldt) is available is Appendix 1 to Annex A. Can you please provide Appendix 1 as it was not included in the tender package?

A7. The scope of the equipment supplied is outlined in the Master Equipment List that we added to the TDP (last column of attached spreadsheet). The spreadsheet will be added to the TDP package already available. For those who requested the package they will receive it automatically by email.

Q8. Can CCG provide the hydraulic requirement details for the Hawboldt deck equipment for line sizing, etc.?

A8. Please contact the SSI, Hawboldt, to obtain the latest information directly from them.

Q9. Would CCG be open to using Pyplok non-welding piping system?

A9. This is a production level detail that will not be dealt with in the RFP stage. All specific technical requirements detailed in the TDP provide sufficient information for the Bidders to submit their proposal.

Q10. According to the SOW, items 7.1.2 and 7.1.3, the objective of Phase 1A is for the Contractor to assess and understand the design development to date and identify if any of the design made by RAL must be re-evaluated for production needs. It is not mentioned that the intent of Phase 1A: Design Review is to verify the design made by RAL against regulations, OEM requirements and recommendations, or the targeted performance of the vessel. There is even less mention that it is a design review with the aim of transferring design responsibility to the Contractor. On the other hand, in DID T-001, it is mentioned that the design examination report must include a confirmation of the conformity of the design with respect to the targeted requirements. An identification of the nature of the design problems identified, either: not conforming to the rules of the classification society, not conforming to the regulatory requirements, contradiction between the design documents, etc. Please clarify the exact scope of the design review. Does Canada expect the Contractor to check the drawings, specifications and documents forming part of the Contract with regard to the regulations and the performances targeted? If yes, please provide the detailed list of performance (speed, stability, range, future weight margin, light weight, structure sampling, ice class, etc.) that must be verified by the Contractor at this stage.

A10. The exact scope of the design review is partly described in SOW sections 7.1.2 and 7.1.3 as well as mentioned in DID T-001. DID T-001 outlines the requirements for analysis during Phase 1A design review. The checks to be completed are those described in DID T-001. With respect to this Request for Proposal, the required documents, drawings, reports and specifications have been provided to complete the submission. Upon contract award, and as required by the contractor, the information required to complete the Phase 1A design review will be provided. Regarding the transfer of responsibility, section 7.36 Total System Vessel Responsibility indicates that the contractor is responsible from design to delivery as presented in the RFP.

Q11. In DID T-005, it is mentioned that a 3D Model of the vessel, if developed in accordance with the Contractor's procedures, should form part of the technical baseline. It is therefore understood that a 3D Model of the vessel that is not developed following the Contractor's procedures avoids this requirement?

A11. If the 3D Product Model is not developed by the Contractor according to DID T-005, it will not be required to fulfill the requirements. CCG does not want to get a copy of the 3D Product Model. CCG only needs to access the developed 3D Product Model (if developed) through appropriate viewing software (eg ShipExplorer for ShipConstructor).

Q12. In DID T-041, it is mentioned that the construction specification must be updated throughout the duration of the Contract. Is the document titled NSFRV RFP Spec / NSFRV Design Instruction and Guidance to be interpreted as the build specification that needs to be updated?

A12. The requirement of DED T-041 does not require the updating of the documents titled NSFRV RFP Spec / NSFRV Design Instruction and Guidance. The DID requirements indicate that the builder must create the construction specifications. The provided RAL documents should be used as a starting point.

Q13. In the RAL plans, it is mentioned in the notes " refer to the Robert Allan Ltd. Drawing and Specification package in its entirety ". Please provide a copy of the RAL specification. If not available, is the document entitled NSFRV RFP Spec / NSFRV Design Instruction and Guidance to be interpreted as the RAL Specification Package?

A13. Yes, the documents entitled NSFRV RFP Spec / NSFRV Design Instruction and Guidance must be interpreted as being the " Specification Package" of RAL.

Q14. DID T-096-2 states that the light weight estimate must include a detailed breakdown in accordance with the Ship Work Breakdown Structure. Is this to update the weight estimate from RAL or does the Contractor need to make their own estimate of the light weight and position of the center of gravity of the

vessel from 0, based on the Contract Design plans and specifications and update it throughout the project?

A14. The Contractor must make their own light weight estimate and keep it current throughout the project.

Q15. In DID T-201, it is mentioned that the drawings and models must demonstrate how the layout conforms to the original equipment manufacturer's specifications, contract specifications, international conventions, statutory regulations and requirements. of the classification society. How does Canada expect the requested demonstration to be presented, on a plan and/or 3D model? Please provide an example of such a demonstration.

A15. The requirement for a 3D model is already in the DID-201 as it stated. A 3D model will be added to the TDP package.

Q16. In DID T-207, it is mentioned that the report must include a test of hydrodynamic models. Is this a physical tank test or can a digital test satisfy this requirement?

A16. This is a digital test.

Q17. Please provide the test reports of the NRC NSHRH model, phases 1 and 2.

A17. NRC data will be provided upon Contract Award.

Q18. Please provide copies of the following documents 212-087 DID T-105 Hull Development Summary and 219-087 Contract Design Report Rev 1.

A18. The documents requested are not required for this RFP. These are internal CCG documents.

Q19. Please provide a copy of the 3D model 219-087 10001 MK14B Hull GEODEF R2.

A19. The information will be provided to those who request access to the technical documents.

Q20. In ID 2839 of the specification, it is mentioned that the NSFRV must comply with the ASTM F1166-07 standard, what happens if the current design made by RAL does not respect certain aspects of this standard, must it be reviewed at the expense of the Contractor?

A20. Item ID 2839 will be removed and no longer applies to the list of requirements.

Q21. In ID 3077, it is mentioned that the water intake boxes must include manholes with a bolted sheet metal cover. Isn't it forbidden by the regulations to have such manholes which could compromise the watertightness of the hull on the sea water intakes?

A21. For item ID 3077, the following changes apply: delete the words ' sea chests'.

Q22. In ID 3445 it is mentioned that if the temperatures cannot be controlled within the limits, solutions or methods of mitigation must be presented and accepted by Canada. Please advise whether this work of developing solutions or methods and their implementation will be handled by notice of change.

A22. Notices of Change only apply when they reference Section 7.24 Procedure for Design Changes or Additional Work. During the design of the vessel, the Contractor must meet all the requirements as prescribed. During the design and construction of the vessel, the Contractor must meet all the prescribed requirements. The descriptions noted in the Design Guidance column are provided for informational purposes only.

Q23. In DID I-019, it is mentioned that the As-Fitted drawing are detailed "in the attached list". Please provide this list. It is understood that the diagrams must be prepared in raised plans (As-Fitted drawing) and that the plans prepared within the framework of DID T-256, T-259, T291, according to the

requirements of DID M-017, do not have to be updated and to be part of the compliant plans. It is understood that the RAL plans must be prepared in raised plans (As-Fitted drawing) and that the plans prepared within the framework of DID T-201, T-301, T-303, T-304, T-305, T-405, as required by DID M-019, need not be updated and form part of conforming plans.

A23. According to DID I-019, paragraph 2, the As-Fitted Drawing List 'will be finalized at a later date'.

Q24. 522 – Watermist:

- Is the anticipated watermist system total flood or local application for the engine and battery rooms.
- Is the anticipated watermist system a low or high pressure system?

A 24. The watermist system has been selected as the appropriate system to meet the regulatory requirements for the vessel and has been developed to a level of detail consistent with the entire technical package. The technical design package documents does not specify the exact makes and models but does define the necessary characteristics of the equipment. Often during the design work RAL used indicative equipment as the basis for the design RAL and this is indicated in the technical package. It is the responsibility of the successful bidder to select equipment compatible with the requirements and the regulations and complete the equipment selection, integration and the design development.

Q25. 555.2 – Fixed Gas Fire Extinguishing:

- The preferred medium is noted as Inergen. Is Novec 1230 an acceptable clean agent alternate?

A25. During the design work RAL and AKA identified Inergen as the basis for the design and this is indicated in the technical package. The specific requirements for the fixed gas fire system and medium are in the specification

Q26. 555.3 – Fixed Aerosol

- 6494 - Notes FirePro fixed aerosol protection of the switchboard space. Does the type approval document for this system allow for aerosol to be the primary extinguishing medium in an electrical space?
- 6495 – Fixed aerosol is noted for protection of the propulsion room within the specification however it is not depicted on the fire safety plan. Is the intention to provide aerosol protection in this space?

A26. The design package, including drawing 219-087 72800R4 Fixed Fire Systems Arrangement, has been appraised by LR. Drawing 219-087 36000R4 Fire Safety Plan has a specific purpose in the technical package and the appraisal of the package by LR. For specific technical design details, as noted in drawing 219-087 36000R4 Fire Safety Plan, the system design requirements are detailed in drawing 219-087 72800R4 Fixed Fire Systems Arrangement. Any errors or omissions in the technical package can be addressed in Design Review phase of Contract.

Q27. Drawing - Main Electrical Equipment Arrangement 61500 - refers to drawing 50001 3D MACHINERY ARRANGEMENT. However, the latter is not part of the package of drawings sent by the contracting authority. Is it possible to receive the drawing 50001 3D MACHINERY ARRANGEMENT?

A27. Drawing 50001 3D Machinery Arrangement will be included in the technical documents package and sent to those who have already requested the package.

Q28. In Section 9.1 of the SOW, "The scope of equipment to be provided by each of these SSIs was spelled out during their respective competitive selection processes and can be seen in Appendix 1 to

Annex A." an appendix 1 attached to Appendix A should be submitted, however it is impossible for us to locate this appendix. Can you send it to us?

A28. The information is included in the list titled "Major Equipment List" of the technical documents. Bidders must also confirm with the SSIs to validate the equipment lists.

Q29. At Mandatory Technical Evaluation Criterion MT7, Canada is requesting a Project Management Plan as defined in DID M-001. Does Canada want a sample project management plan for a similar project or does the Bidder provide a project management plan related to the NSFRV project, as this is only requested 30 days from contract award elsewhere in the RFP.

A29. Bidders must provide a project management plan related to the NSFRV project.

Q30. Is a list of valves included in the different circuits available, including the type of valve, the quantity, the type of system, the dimensions, the material requested, etc.? If so, please send it to us.

A30. No, however many of the data are included in the drawings.

Q31. For "Mandatory Technical Evaluation Criteria – TM2", will Canada accept a combination of Contractor ship building experience of vessels over 24m but without crew accommodation areas along with Contractor experience in the construction and refit of accommodation modules and systems on existing vessels?

A31. No, Canada will only accept bidders which provide the proof that it has the capability to build and launch a vessel that includes accommodations for its crew, as stipulated in TM2.

Q32. We would like to request that the closing date for the tender in question be extended by one (1) additional month due to the complexity of the specification, more particularly the requirements relating to the ILS and the related DIDs.

A32. The closing date of the solicitation will be extended until January 18, 2023.

Q33. Would PWGSC consider extending the closing date of the solicitation by a extra 6 weeks?

A33. The closing date of the solicitation will be extended until January 18, 2023.

2- Update Section 2.4 – Bid Solicitation

DELETE: Section 2.4 Enquiries - Bid Solicitation of the solicitation

and

INSERT: The following Section 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing by email to the Contracting Authority (stephane.deslauriers@tpsgc-pwgsc.gc.ca) no later than **2 pm EST on January 11, 2023**. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such

except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

3- Extend the solicitation closing date from November 28, 2022 to January 18, 2023.

DELETE: The solicitation closing date on the first page of the previous solicitation amendment 4 of November 28, 2022 EST
and

INSERT: The new solicitation closing date on the first page of this solicitation amendment 5 of January 18, 2023 at 14:00 EST

Q34. Is it possible to obtain the "DID T-004 NSFRV Acoustic Management Plan."?

A34. The Acoustic Management Plan was a plan developed by RAL to detail how they would evaluate and develop the noise reduction aspects during the design contract. The RAL Acoustic Management plan is not relevant to this contract.

Q35. Is it possible to obtain the "219-087 DID T005 - Acoustic Management Report."?

A35. It was added to the TDP and sent to Bidders who requested the package.

Q36. Please provide a detailed list of performance (speed, stability, range, future weight margin, light weight, structural sampling, ice class, etc.) that must be verified by the contractor at the review stage of the design.

A36. During Phase 1A Design Review para 7.1.2, the objective is "to assess and understand the development of the design to date". It is therefore not necessary in this phase to check the performance.

Q37. Which spaces are considered wet spaces? We would like to have a compartment list/clear definition. For example requirement 2175 requires wet spaces with joiner bulkheads to be waterproof. Also deck coverings so it is important to be fully clear on which spaces Canada considers wet spaces?

A37.

1. Washplaces,
2. Wetlab,
3. Laundry
4. Mudroom, and
5. galley

Q38. It is mentioned in the equipment list of the "Bilge Ballast and Fire System Diagram" p. 2, equipment list ballast processing system is optional. It is also present in the diagram presented on p. 6. Does the ship have to be delivered with the ballast treatment system or is the system designed for a possible addition?

A38. System is not currently part of the design, but the capability to add one later is part of the design work.

Q39. DID T-208 states that the alignment procedure must detail the procedures to be used for all shaft and gearbox components and that all bearing clearances must be recorded. It appears that DID T-208 as written applies to Propeller, Shaft, Gearbox and Motor type propulsion and not L-Drive propulsion. Does Canada expect to receive a procedure for alignment of the internal components of the L-Drive or a procedure for the installation of the L-Drives?

A39. Canada does not expect to receive alignment procedures, calculations or data for internal components of the L-drive, unless it directly pertains to maintenance or repair as defined in ILS DIDs. Canada is expecting all alignment procedures, calculations or data for the installation of L-drives and their respective components (i.e. motor) to be provided as developed by shipyard and SSI.

Q40. At item 7.36 of the RFP, it is mentioned that the contractor must maintain total responsibility for the ship's systems, however Canada does not define what a system is. Are seakeeping, hull form, structural arrangement and sampling considered by Canada as part of a system?

A40. The Seakeeping and hull shape are not a system as defined in RFP section 7.36. However, the structure and scantlings are part of the total system responsibility as described in RFP section 7.36.

Q41. Given that the list of conforming plans will be finalized at a later date and that no list is available, it is understood that the conforming plans will be subject to a Design Change request and that the Contractor does not include the plans conform in its price. Otherwise, if Canada wishes to have DID I-019 compliant plans included with the price, provide a preliminary list of compliant plans which will serve as the contractual basis and which may be amended by a Design Change request.

A41. The As-Fitted drawing list, as indicated in DID I-019, will require a Design Change request and the price may be omitted from the bid submission.

Q42. Annex B – Part 6 - The Cost Break Down Table in part 6 of Annex B appears to be incomplete. The table lists many items that are required to build the NSFRV, but it is not all-encompassing and is missing several important items. E.g.

- Where should we enter the price for the HVAC Subcontractor?
- Where should the engineering for Phases 1A, 1B and 1C be entered?
- How should the Table be filled in if the bidder decides to subcontract portions of the spec (or FSR's for that matter) – should the costs for subcontractors be entered in the Labor Column or the material column?

A42. The Cost Break Down table in Annex B, Part 6 must be provided and will be used as a reference in the contract. However, the information provided will not be used as part of the bid evaluation process. For the financial evaluation it is Table 1 in Annex "B" that must be completed and it will be evaluated.

Q43. Annex O - 6.12 - Item 22 Annex O and Clauses 6.12 - The Inspection Test Plan in item 22 Annex O that is Due with the Bid, is only an example ITP from a previous project, correct?

A43. Yes, provide a sample of ITP from a previous project.

Q44. Annex P – PR1 - There is a contradiction between the General Description of the Evaluation Criteria and the Rating Criteria.

The Bidder provides proof it has the proven capability in the construction of vessels of similar complexity as the NSFRV in the past ten (10) years). However, under each of the points ratings columns. Points are only gained by having, 1 vessel with each of the criteria. The Bidder shows it has the experience in building one (1) vessel of 24 meters or greater in the past ten (10) years that meets at least [X] of the five (5) requirements ... Surely, experience gained on building multiple vessels that meet most, but different criteria should count towards collective experience. i.e. the bidder has built 2 vessels that meet all criteria when experience is combined.

A44. Yes, the experience required to meet the points rating can be shown by using one or multiple vessels. As an example, vessel #1 is shown to meet requirements A and B, vessel #2 is shown to meet requirements C and D and vessel #3 is shown to meet requirement E. If the three vessels are shown to meet all five requirements as described, then the maximum points would be awarded.

Q45. Annex-P – TM7 - The Project Management Plan mentioned in Annex-P, TM7 – is only an Example Project Management Plan from a previous project (same as PR9) correct?

A45. See answer to question #29.

Q46. DID M-20 - For DID M-20 - Engineering Maturity Management Plan – what exactly is Canada requesting for this?

In the CDRL the Engineering Maturity Management (EMM) Plan is called out to be produced as required. Will the EMM be considered complete upon completion of Phase 1 or phase 2? In other words, does this DID need to be complete in order to progress to the build phase or does it continue into the build phase?

A46. The EMM is not required during the bid submission. The EMM may be required in order for the contractor to describe their framework to plan and measure the progress of the NSFRV design development from initial design development phase through to the start of production. It is assumed that by the time the vessel enters production, all design risks must have been minimized, as further change will affect items under construction in the shipyard.

Q47. Can you provide the list of operational spare parts for one (1) year desired to ensure uniformity among bidders? Can you list the items that should be included in item 7 (All other services) and item 8 (Administration)?

A47. The list of operational spares cannot be provided at this stage. It will be developed during the contract. For Bidding purposes the amount to be indicated for item 5 is to use one percent (1%) of the amount indicated in item 1 NSFRV - Price Table 1.

Q48. Does Canada wish to have the milestone schedule completed at the time of submission of the bid?

If so, can you explain how we need to complete the latter?

- Which price from Annex B – Basis of Payment should we refer to?

- What is the difference between the "Firm Unit Price" column and the "Total Firm Price" column at each stage?

A48. Yes, the Table 2 – Milestones Payment Schedule in Appendix B must be completed as part of the bid submission. This table will not be used in the financial evaluation. The table that also must be completed and will be used for the financial evaluation is Appendix B – Price Table 1.

In order to calculate the "Total Firm Price", you must multiply the "Firm Unit Price" by a factor of one (1) for Table 2 – Milestone Payment Schedule.

Q49. Annex B - Cost Breakdown: Do the amounts to be identified in this table not have to correspond to any item of Annex B – Basis of payment? Our understanding is that these are only the details of some prices that Canada has targeted regardless of the total project costs as a whole.

A49. See the answer to question 42 above. Some of the amounts in the table Cost Breakdown have a corresponding value in Annex B Milestone Payments.

Q50. Annexes B: Is it possible to organize a meeting of Bidders so that Canada can explain to everyone its expectations regarding these annexes, tables, schedule, rates and the relationship between them?

A50. See responses from Question 47 to 49 for additional explanation. Canada has considered the request and based on our present workload, it is impossible for us to schedule a meeting with all the Bidders.

Q51. Annex O, item 11, valid employment contract: Does the "work period" include the warranty period?

A51. Yes, the "work period" includes the warranty period. All of the work required (as applicable) during the warranty period must be completed by the Contractor and have a valid labor agreement as per section 5.2.5.

Q52. Several of the ILS deliverables of the DIDs must be provided 1 MAAC, 3 MAAC and 6 MAAC, from experience we will have very little information at this stage to support the ILS. What is the relevance of requesting these deliverables so early in the project, can these deadlines be revised?

A52. The goal is to initiate the discussion and evaluate the work that will be required of the contractor. Subsequent meetings will help to assess progress and submission dates may be revised. Preliminary or early project requests are based on experience learned from previous contracts.

Q53. DID I-009 and 010: How do you want to develop the maintenance task list/analysis? By RCM/MSG3 or OEM recommended maintenance only or OEM specified maintenance?

A53. Maintenance and tasks analysis must be done in combination and discussion with the OEMs and the contractor according to the modes of operation of the vessel.

Q54. DID I-019: You request as-fitted drawings 12 MAAC, it is technically infeasible to provide the as-fitted before building the ship. Please review the 12 MAAC first submission requirement.

A54. The goal is to initiate the discussion and evaluate the work that will be required of the Contractor. Subsequent meetings will help to assess progress and submission dates may be revised. Preliminary or early project requests are based on experience learned from previous contracts.

Q55. DID I-006: Is it possible to send us the generic CCG Asset Breakdown Structure?

A55. The ABS will be added to the technical data package and will be sent to those who have requested the package. The Excel file is a basic example and must be completed according to the equipment used during the construction of the ship.

Q56. What does the term GFx mean in DID M-001? Does it mean Government Furnished Equipment?

A56. The term "GFx" is to be deleted from the sections 4 and 4.2 from the DID M-001 of the RFP. It does not mean Government Furnished Equipment.

Q57. There appears to be a discrepancy between SOW item 7.1.2, R5 and R36 of the appendix (bidders' question and Canada's responses) with R10 and the description of the content of the design review report as specified in SD T-001. Indeed, according to item 7.1.2 of the SOW and R5 and R36, during phase 1A review of the design it is not necessary in this phase to verify the performance but only to ensure that the equipment that the contractor proposes to integrate into the construction will allow the ship to meet the performance intended by the designer (RAL). However, the description of the contents of the design review report to DED T-001 requires the contractor to confirm that the design complies with the targeted requirements (item c of DED T-001). In other words, the contractor is asked in its design review report to confirm that the design conducted by RAL complies with the targeted requirements, the performance referred to in the contract and provide a detailed indication of design problems with respect to regulatory, classification society and other requirements. DED T-001 is therefore requested that the contractor review all of RAL's design and confirm that it complies with the regulations and requirements of the contract. Does Canada ask the contractor in its design review report to confirm that the design done by RAL complies with the requirements of the contract or simply asks to confirm that the equipment selected by the contractor is compatible with the design made by RAL?

A57. According to section 7.1.2 of the SOW, Canada requires the contractor to "evaluate and understand the development of the design to date and comment on areas of concern in the design" and thereby comply with the requirements of the contract. The A5 provided more details that support, if required, the change request(s) related to the development of the design. To this end, the winning contractor must perform the Design Review in accordance with the Contract and ensure that the equipment the bidder has proposed for integration in the design and the engineering for the production of the vessel will enable the vessel to meet the estimated performance criteria.

Q58. Annex A-1 requires the contractor to provide the deliverables described in the following DEDs prior to the design review meeting: T-000 Compliance Matrix, T-001 Design Review Reports, T-042 Margin Policies, T-051 Fuel Range, T-073 Noise and Vibration, T-079 Stability Analysis, T-096-1 Weight ratios, T-096-2 Light Vessel Weight Estimation and T-093-3 Weight Control Program. In requesting these deliverables in Phase 1A, does Canada ask the contractor in the design review phase to confirm that the RAL designer's intended performance is achievable in terms of stability, light weight, fuel range, noise and vibration?

A58. Yes, Canada is requesting to evaluate RAL's design in the specific areas detailed in the respective DIDs and verify/confirm if the performance is achievable.

Q59. According to A40 of the Annex (Bidders' Question and Canada's Answers), the arrangement of the structure and its sampling of the vessel are part of the total responsibility for the ship's systems and according to section 7.36 of the RFP these become the total responsibility of the contractor. Given that the design of the vessel, the structure and sampling of which is done by RAL and that according to section 7.1.2 of the SOW it is not required by the contractor to verify the design made by RAL, how does Canada transfer responsibility for the arrangement of the ship structure to the contractor without an audit? Elements of the RAL design that the Contractor is not required to verify should remain Canada's responsibility, otherwise amounts to imposing responsibility for RAL for Canada's design on the Contractor without the Contractor having the opportunity to verify compliance with the requirements of the Contract.

A59. Answer 40 specifically addresses the question associated with systems that are or are not defined in this RFP. According to section 7.1.2 of the SOW, the contractor is required to evaluate the development of RAL's design, including the arrangement of the structure and its scantling as indicated in A40. The Contractor has the opportunity to evaluate and understand all RAL design elements according to SOW 7.1.2. The transfer of responsibility for the structure will occur during Phase 1B which includes a complete acceptance of the structural arrangement by the contractor's selected Classification Society

Q60. I have a question with regard to this spec. Can you tell me if CCGS will consider an alternative technology to the sacrificial anodes in the SOW?

A60. This is a detailed design level detail that will not be dealt with in the RFP stage. All specific technical requirements detailed in the TDP provide sufficient information for the Bidders to submit their proposal. During the performance of the contract, the Contractor is allowed to proposed changes to the technical package in accordance with 7.1.3 and 7.1.4 of the SOW.

Q61. Possible to add design or build to point evaluation in PR2?

A61. Yes, we will add the mention of "design or build" in the section for the evaluation of points except for the scoring of five (5) points.

Q62. With reference to Annex B – Schedule of payment milestones in the RFP, we suggest simplifying the schedule of payment milestones by going strictly on the following basis:

1 - Award of contract / start of work: 5%

2 - Progressive monthly progress of the project: Monthly payment

This method of payment is used in some of the other projects in Canada and results in a simplified management of the payment process and the progress of milestones.

This method reduces the financial costs that the bidder must provide for in its bid following its analysis of the impact of the terms of payment and its cash flow for the project.

A62. Canada has conducted several Requests for Information (RFI) meetings with industry. This payment schedule has taken into consideration the recommendations and suggestions proposed and the present table is the end result.

Q63. What is the expected scope and presentation of CDRL DID-I-011 Chapter 1 – System Details? Is this a general overview of the vessel compiled from CDRLR DID content (e.g. MMEL), or a comprehensive presentation of the vessel structure and systems assembled from OEM technical data with figures and call-outs?

A63. For DID I-011 Chapter 1 – System Details, the information requested is a general overview of the system for which the maintenance is being described. An overview of the systems compiled from inputs from section 2 – Attachments and Applicable References would be acceptable.

Q64. Please confirm that the CDRL DID-I-011 Chapter 2 - Maintenance Concept details will be provided by CCG, or is this expected to be an output of the CDRL DID-I-010 Maintenance Task Analysis?

A64. The DID I-011 Chapter 2 – Maintenance Concept is to be an output based on the DIDs I-009 Initial Maintenance Task List and DID I-010 Maintenance Task Analysis. Chapter 2 - Maintenance Concept should also consider the vessel as an overall platform as well as requirements identified by specific OEMs.

Q65. Our ILS subcontractor has a custom application that will generate detailed maintenance task sheets/cards from available technical data, as linked to a reference database. Whereas preparation of CDRL DID-I-011 Chapter 6 – Maintenance Task Detail Sheets in Excel may be difficult to accomplish in a legible and convenient manner, would provision of the output Maintenance Task Detail Sheet output as PDF sheets be sufficient, or is Excel data the preferred/required format?

A65. As indicated in DID I-011 section 3 Preparation Instructions, the working versions and “ The final version of the Maintenance Task Detail Sheets must be provided in Microsoft Excel and PDF formats.” As such, the DID I-011 Chapter 6 – Maintenance Task Detail Sheets must be provided in Excel format.

Q66. Could Canada provide an example of the Maintenance Task Detail Sheets CCG have in use for other vessels?

A66. A sample as per DID I-011 Chapter 6 - Maintenance Task Sheet Detail Sheet will be added to the TDP package and sent to Bidders who have already requested it.

Q67. DID-I-009 Initial Maintenance Task List states that it must be developed in accordance with the "New Vessel Maximo Data Entry Standard". Can Canada provide us with this standard?

A67. All references to the wording “New Vessel Maximo Data Entry Standard” or the term “Maximo” will be removed and are not applicable to this RFP.

The following “Maximo” references will be removed:

DID I-005, pg 4 of 4, Para 3 – delete the following last statement: “Note that this is a Maximo term.”

DID I-007, pg 5 of 6, Para 4 – delete the following last statement: “Note that this is a Maximo term.”

DID I-009, pg 1 of 3, Para 3 – delete the following : “The IMTL must be developed in accordance with the New Vessel Maximo Data Entry Standard.”

DID I-011, pg 6 of 9, Para 2 – delete the following last statement: “Note that this is a Maximo term.”

Q68. For PR4 how does the Bidder provides evidence that it meets the Indigenous Participation Component (IPC) in the ranges of one point one (1.1) percent to five (5) percent of overall contract value?

A68. Item No PR4 will be deleted from the list of Technical Point Rated Evaluation Criteria. As well, item No TM10 will be deleted from the list of Mandatory Technical Evaluation Criteria. The IPC will be increased to 1.5% of the total contract value with corresponding milestone payments. For more information on the IPC please refer to Annex J, K,L,M and N also section 7.35, 5.2.2 and 2.7.

Q69. The performance of the vessel based on the current design is very sensitive to an increase in weight. We believe that the weight of the vessel is one of the critical elements to be evaluated at the beginning of this project and that a variation in the weight could have a significant impact on the performance of the vessel. The contractor has limited input on the performance of the vessel, and PSPC has preselected the power source and the lines plan design. Therefore, the contractor cannot be held liable for the performance metrics provided.

A69. The major equipment weight preselected by Canada have been taken into account in the current design. The weight increases, if present, will be managed and mitigated by the use of the DIDs T-079 Stability Analysis, T-096-1 Weight Report, T-096-2 Lightship Weight Estimate and T-096-3 Weight Control Program throughout the contract. Canada agrees that the weight and stability are critical aspects of the design which is why the initial analysis for the DID is due early during the Design Review phase. The shipyard is liable to meet the specifications and performances within the constraints prescribed in the contract.

2- Update Milestone 18, 23a and 23b in Table B2: Milestone Payments in Annex B – Basis of Payment

DELETE: Table B2: Milestone Payments in Annex B – Basis of Payment in its entirety

and

INSERT: The following Table B2: Milestone Payments in Annex B – Basis of Payment in its entirety

Table B2: Milestone Payments

| Milestone # | Description of Milestone | % | Firm Unit Price (applicable taxes extra) | Total Firm Price (applicable taxes extra) |
|-------------|--|------------|--|---|
| | Phase 1 – Design Completion | 10% | | |
| 1 | Kick-Off Meeting: As per SOW requirement 7.1.2 and 11.7.1 | 0.75% | \$ | \$ |
| 2 | Phase 1A: Design Review completed and accepted by Canada. As per SOW 7.1.2 to 7.1.4 and 7.1.8; DID T-001 Design Review Reports | 2.75% | \$ | \$ |
| 3 | Phase 1B: Continued Design Development completed and accepted by Canada. As per SOW 7.1.5, 7.1.6 and 7.1.8; DID T-005 Technical Baseline | 3% | \$ | \$ |
| 4 | Phase 1C: Production Engineering completed and accepted by Canada. As per SOW 7.1.8 | 3.5% | \$ | \$ |
| | Phase 2 - Build | 72% | | |
| 5 | Ordering of material of structural steel and aluminum by weight | 2% | \$ | \$ |
| 6 | Delivery of material of structural steel and aluminum by weight | 8% | \$ | \$ |
| 7 | Ordering of Propulsion Machinery by ship set to shipyard - prime | 2% | \$ | \$ |
| 8 | Delivery of Propulsion Machinery by ship set to shipyard - prime | 6% | \$ | \$ |
| 9 | Ordering of Electrical Equipment Package by ship set - generator sets, main switchboard and energy storage system (ESS) | 2% | \$ | \$ |
| 10 | Delivery of Electrical Equipment Package by ship set - generator sets, main switchboard and energy storage system (ESS) | 7% | \$ | \$ |

| | | | | |
|------|--|------------|----|----|
| 11 | Hull, deck and wheelhouse enclosed and accepted by Canada | 15% | \$ | \$ |
| 12 | Prime movers installed in vessel | 6% | \$ | \$ |
| 13 | Prime movers accepted by Canada | 4% | \$ | \$ |
| 14 | Vessel outfitting has been installed and accepted by Canada | 10% | \$ | \$ |
| 15 | Vessel completed and ready to launch | 10% | \$ | \$ |
| | Delivery and Acceptance | 18% | \$ | \$ |
| 16 | Vessel launched, all Test and Trials completed and accepted by Canada | 5% | \$ | \$ |
| 17 | Provisional Acceptance complete and accepted by Canada | 3% | \$ | \$ |
| 18 | Delivery and Acceptance at destination | 2.5% | \$ | \$ |
| 19 | Delivery of operational spares | 1% | \$ | \$ |
| 20 | All Technical Data Package elements delivered and accepted by Canada | 1% | \$ | \$ |
| 21 | All Training completed and accepted by Canada | 1% | \$ | \$ |
| 22 | Completion of the 12 month warranty period and the 2 year period for the entire mechanical and electrical components of the power train, power train resilient mountings and any sub-bases incorporated into the propulsion engine or gearing arrangements | 3% | \$ | \$ |
| 23.a | Completion of Aboriginal Voluntary Set A-side report which demonstrates 0.75% of the Contract Price which has been met and the reports are accepted | 0.75% | \$ | \$ |
| 23.b | Completion of Aboriginal Voluntary Set A-side report which demonstrates a full 0.75% of the Contract Price which has been met and the reports are accepted by Canada | 0.75% | \$ | \$ |

3- Update Paragraph 1 of Part 1 in Annex K – Indigenous Participation Component Certification Forms

DELETE: Paragraph 1 of Part 1 in Annex K in its entirety

and

INSERT: The following Paragraph 1 of Part 1 in Annex K in its entirety

The Bidder agrees that no less than 1.50% of the Total Estimated Cost of the Contract must be subcontracted to Indigenous business(es). Refer to Example of acceptable Indigenous Participation Components under 2.6(b) and Annex "J" for definitions.

4- Remove TM10 in Annex P - Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: PR2 in Annex P in its entirety

5- Update PR2 in Annex P - Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: PR2 in Annex P in its entirety

and

INSERT: The following PR2 in Annex P in its entirety

| No | Point Rated Evaluation Criteria | | | Maximum Points Available |
|---|--|---|--|--------------------------|
| PR2 | The Bidder has previous experience with design or build and integration of hybrid propulsion system (hybrid system implies a battery-diesel power generation system) | | | /15 |
| Points Rating | | | | |
| 0 | 5 | 10 | 15 | |
| The Bidder <u>does not have</u> experience with hybrid or diesel electric vessels | The Bidder has experience with <u>refit</u> of a hybrid vessel in the past five (5) years | The Bidder has experience with the design or <u>new construction (in progress)</u> of a hybrid or diesel-electric vessel in the past five (5) years | The Bidder has experience with the design or <u>new construction and delivery</u> of a hybrid or diesel-electric vessel in the past five (5) years | |

6- Delete PR4 in Annex P - Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: PR4 in Annex P in its entirety

Q70. Financial Security – Please confirm there is no financial security required for this solicitation i.e. Letter of Credit, Bond, etc.

A70. There is no financial security requirement.

Q71. As per Annex B – Basis of Payment Price Table 1 item 7 and 8, we are asked for hourly charge-out rates for “all other services” and “administration.” It is unclear if “all other services” includes engineering work. Reading Annex B, Section 3 page 41, *“For the performance of the Work as a result of approved additional Work including Design, or Engineering Change, All other services, Administration or change in the scope of Work, the Contractor shall be paid the firm, hourly charge-out rate as detailed in section 1. Charge-out Rate /Material Mark-up, GST/HST extra, as applicable.”* it appears as though there is no difference between labour charge-out rates and engineering charge-out rates. Can Canada please clarify if Labour rates and rates for engineering are meant to be captured in this single line item? As rates for shipyard labour and engineering are fundamentally different, would Canada consider splitting this line item to show labour rates and engineering rates as separate line items?

A71. Yes, the “All other services” rates are meant to be a blended rate for engineering and labour services.

Q72. Canadian Content Value – There is no mention of CCV or IRB requirements in the solicitation document. Please confirm there are no CCV or IRB requirements in this solicitation.

A72. There is no Canadian Content Value in the RFP/contract

Q73. If there are no CCV requirements or IRB requirements, is Canada accepting bids from shipyards outside Canada?

A73. Canada will not accept bids from shipyards outside Canada.

Q74. The mandatory criteria TM1 and TM2 and point-rated criteria PR1, PR2, and PR3 requires that the Bidder demonstrate that it has the physical capacity and has past experience constructing a vessel of defined physical dimensions and complexity in the Bidder's shipyard. In cases where the Bidder is a Joint Venture comprised of multiple entities, please confirm that only the experience of the JV entity in whose shipyard the NSFRV will be physically constructed can be used to satisfy TM1, TM2, PR1, PR2, and PR3.

A74. If the Bidder is a joint venture, the requirement TM1 and TM2 must be met by the member of the joint venture who will construct the “Work” as detailed in the Statement of Work attached within Annex “A” of the RFP.

If the Bidder is a joint venture, the requirement PR1 must be met by the member of the joint venture who will construct the “Work” as detailed in the Statement of Work attached within Annex “A” of the RFP.

Q75. Point #6 under Section 1.2 of the RFP further states that “the work must be carried out at a shipyard located in Eastern Canada”. In the case where the Bidder is a Joint Venture comprise of multiple entities, please confirm that only the experience of the JV members that are based in Eastern Canada and where the NSFRV would be physically constructed can be used to satisfy TM1, TM2, PR1, PR2, and PR3. In other words, in cases where the Bidder is a Joint Venture comprised of multiple entities, please confirm that the experience of a shipyard outside of Eastern Canada and participating as a member of a bidding JV, cannot be used to satisfy the requirements of TM1, TM2, PR1, PR2, and PR3.

A75. Section 1.2 of the RFP will be updated as follows.

1.This procurement falls under the small vessel construction component of the National Shipbuilding Strategy (NSS), whereby the requirement will be competed to Canadian Industry.

2. The sourcing strategy relating to this procurement will be limited to Canadian suppliers, as permitted by the CFTA.

3.In line with the Shipbuilding, Repair, Refit, and Modernization Policy (2010-08-16) and with the Buy in Canada Policy, the work must be carried out at a shipyard located in Canada.

Q76. Point #6 under Section 1.2 of the RFP further states that "this procurement will be limited to Canadian suppliers". Please confirm that the capacity and experience of a non-Canadian subcontractor of the Bidder cannot be used to satisfy the requirements of TM1, TM2, PR1, PR2, and PR3.

A76. See responses to Q74 and Q75.

Q77. Noting that point #6 under Section 1.2 of the RFP states that "this procurement will be limited to Canadian suppliers", please confirm that a Bidder that is Joint Venture that includes a non-Canadian company or entity as one of the members of the JV is not eligible to submit a bid.

A77. See response to Q74 and all members of a JV must be Canadian Suppliers.

Q78. A Bidder requests to extend the solicitation closing date to February 18, 2023. To allow more time to their Suppliers to provide them information so the Bidder can prepare and submit their bid on time.

A78. The solicitation closing date will be extended to February 21, 2023.

Q79. Coating and Surface Treatment Schedule, page 2, note 4, it is written « Grit sweep intact shop primer to AS.2 International Paint Sweep Blast Standards. » This is not specified in the DIG, nor specified in the Canadian Coast Guard Standard 18-080-000-SG-003 nor specified in the paint data sheets mentioned on pages 3 to 5. The paint data sheets do not require a Grit Sweep if the shop primer used is compatible and if it is intact. The shipyards use sandblasted steel and primer using a shop primer for the advantage of not having to sand the entire ship after construction.

Can you confirm that Bidders don't really have to perform grit sweeps on 100% of the steel surfaces covered with shop primer intact and compatible with the applied paint system?

A79. The document 219-087 38100R2 Coating and Surface Treatment Schedule is provide for guidance only. The winning bidder is expected to select the coating systems to be used and then apply the selected coating systems in accordance with manufactures recommendations and provisions of DIG items 630 and 631.1.

Q80. It is mentioned in the drawing, 34000R2 WheelHouse Arrangement in note 2, to refer to section 340 and section 900 of the specifications. These parts of the quote are missing. Can you send us those sections, or give us the up-to-date reference?

A80. The up-to-date references are: 400 Ship Information Systems vice 900 and 668 Bridge Outfit vice 340.

Q81. NSFRV DIG V1 English 2022-09-11 PSPC Final Version.pdf" - 259.4 – Exhaust piping - Line 3373 Below the top of the chimney, the exhaust system must be stainless steel. - Line 3374 Above the chimney, the material of the exhaust system must be stainless steel. However, the drawing: "219-087 76000R5 Machinery Exhaust Arrangement.pdf" asks:

MATERIALS: BASED ON CCG PIPING SYSTEM MATERIAL SELECTION MANUAL:

1. EXHAUST DRAINS: CARBON STEEL, SCH. 40, SMLS ASTM A 1 06 GR B, ANSI B36.10
2. BELOW FUNNEL TOP: CARBON STEEL, SCH. 20, SMLS ASTM A 1 06 GR B, ANSI B36.10
3. EXTERNAL PIPE: STAINLESS STEEL, SCH 1 OS, SMLS ASTM A312 GR 316L, ANSI B36.19

Is the exhaust piping inside the vessel, below the chimney top, to be carbon steel or stainless steel?

A81. Line 3373 of NSFRV DIG V1 French 2022-09-11 PSPC Final Version.pdf is correct, the exhaust piping inside the ship below the funnel top must be stainless steel.

Q82. In section 7.12 of the document ABES.PROD.PW__MC.B040.F28811.EBSU the priority of the documents is described there, on the other hand the technical documents such as the specification (/NSFRV/NSFRV RFP Spec), the package of plans and the major equipment list are not listed there. We have noticed some inconsistencies between these documents and we would like to know the priority of the three technical documents cited. Is it possible to confirm for us?

A82. The technical documents mentioned are part of the SOW, Annex A, paragraph 3.5 under the description of "Technical Design Package" which are provided to Bidders when request. Section 7.12 of the RFP lists the SOW as "item (f) Annex A, Statement of Work (SOW)".

Q83. NSFRV Design Instruction and Guidance, Version: 1.0, 101.6 – Steelwork: "For all spaces likely to be exposed to low temperature ambient air for long periods, the outer limits of the hull and superstructure should include steel suitable for low temperature applications. This includes the boundaries of the ocean sample room and must include steel suitable for low temperature applications." Can you specify the location better? Can you define the grade of steel to be used?

A83. The materials to be used and location are specified in the Notes section on the specific structural drawing included in the drawing package. All of these drawings have been reviewed and accepted by Loyds Register for the low weather application the vessel will experience. The material of hull structures is based on the external design temperature is -15°C (lowest mean daily low air temperature (MDLT) = -5°C) The requirement in the DIG is to provide flexibility for contractor to propose an alternative if desired.

Q84. NSFRV Design Instruction and Guidance, Version: 1.0, 101.6 – Structural Steel: "Steel plates at locations subject to out-of-plane loads or lamellar tearing should exhibit "Z" grade properties through thickness. Can you specify the list of these locations?

A84. The materials details are contained in the specific structural drawing included in the drawing package. All of these drawings have been reviewed and accepted by Loyds Register for the specific application in the vessel. The requirement in the DIG is to provide flexibility for contractor to propose an alternative if desired.

Q85. Drawing #71000, 219-087 71000R4 Fuel System Diagram.pdf: Reservations: #1&2. Lack of information to establish a price. Are the components to be included or excluded from the bid?

A85. The components price must be included in the bid price.

Q86. The technical and financial information from the integrators (ISU) is still missing, less than a month from the submission of the submission. This information is crucial in order to be able to complete our offer, work on a sourcing strategy and finalize our mandatory requirements, especially since these documents do not come in until the holiday period. A postponement of the submission of the bid is therefore requested from Canada to ensure that Canada has the best offer from each supplier (shipyard).

A86. See answer to Q78.

Q87. We understand that the documents requested from CDRL will be delivered during the contract in the language of the deliverables requested. However, we also understand that it cannot be required by Canada, a country with two official languages, to require these deliverables in one language or the other at the submission stage. For example, the M-001 and M-002 will be delivered during the submission in French, while they will be translated afterwards if the contract is awarded to us. Is our interpretation correct?

A87. The submission may be submitted in either official language (French, English)

Q88. In appendix O it is mentioned on line 5 – Appendix Q completed list of non-substitutes. Is it possible to have a clarification on the information to be completed?

A88. Line 5 of Appendix Q will be deleted.

2- Update Section 1.2 Summary of the RFP

DELETE: Section 1.2 Summary of the RFP in its entirety

and

INSERT: The following Section 1.2 Summary of the RFP in its entirety

1.2 Summary

1. The Requirement is:
 - a) The Department of Fisheries and Oceans (DFO) and the Canadian Coast Guard (CCG) have a requirement to build and deliver (1) new Near Shore Fishery Research Vessel (NSFRV). The primary function of the NSFRV is oceanographic science. Secondary missions require capabilities consistent with search and rescue and environmental response.
 - b) To carry out unscheduled work authorized by the Contracting Authority during the course of the contract.
2. This bid solicitation requires Bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
3. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
4. As per the Integrity Provisions under section 01 of Standard Instructions [2003](#), Bidders must provide a list of all owners and Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
5. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), i.e. Shipbuilding and Repair is excluded from coverage at Annex 7, General Notes, 1. (a). The requirement is subject to the Canadian Free Trade Agreement (CFTA).
6. This procurement falls under the small vessel construction component of the National Shipbuilding Strategy (NSS), whereby the requirement will be competed to Canadian Industry.
7. The sourcing strategy relating to this procurement will be limited to Canadian suppliers, as permitted by the CFTA.
8. In line with the *Shipbuilding, Repair, Refit, and Modernization Policy* (2010-08-16) and with the *Buy in Canada Policy*, the work must be carried out at a shipyard located in Canada.

9. Canada will be including the use of trade names or trademarks without allowing for equivalent products, on an exceptional basis as itemized in Annex "R". In addition, the equipment itemized in Annex "R" was selected as part of a competitive process; the Request for Identification of Potential Suppliers (RFID) for the Propulsion System (F7013-200032/B) and the Deck Equipment (F7013-200032/C). This process are necessary for CCG to meet its innovation and greening mandate in addition to ensure the integration of key equipment in the vessel.
10. This procurement includes a mandatory Indigenous Participation Component (IPC) under the Procurement Strategy for Indigenous Business program.

3- Add Section 1.6 Restriction on Bidding to the RFP

INSERT: The following 1.6 Restriction on Bidding to the RFP in its entirety

1.6 Restriction on Bidding

This is a bid solicitation for construction of ship(s) that are less than 1000 tonnes in lightship displacement. The two shipyards selected by Canada under the National Shipbuilding Strategy for the combat and non-combat vessel work packages are not eligible to bid on it. Accordingly, neither Irving Shipbuilding Inc., Vancouver Shipyards Company Ltd., nor any of their subsidiaries or affiliates nor the person who controls any of them ("subsidiary", "affiliate," "control" and "person" are all as defined in the Canada Business Corporations Act. R.S.C. 1985, c C-44 as amended) is eligible to submit a bid or be awarded a contract for the work of this bid solicitation. By submitting a bid to this bid solicitation, a bidder is certifying that it is in compliance with the above restriction. It is a term of any contract that results from this solicitation that if this certification is untrue, whether made knowingly or unknowingly, Canada shall have the right, pursuant to the default provisions of the resulting contract, to terminate the resulting contract for default.

4- Update Section 4.2.1 Technical Bid Evaluation of the RFP

DELETE: Section 4.2.1 Technical Bid Evaluation of the RFP in its entirety

and

INSERT: The following Section 4.2.1 Technical Bid Evaluation of the RFP in its entirety

4.2.1 Technical Bid Evaluation

The Technical bid will be assessed against the Mandatory Technical Criteria in Annex "P" - Mandatory Technical Criteria and the Point Rated Technical Criteria.

Notwithstanding deliverable requirements specified within the bid solicitation and the Statement of Work found at Annex "A" – Statement of Work, mandatory deliverables that must be submitted with the Bidder's bid to be evaluated as responsive are summarized in Annex "O" – Deliverables / Certifications – O1 Deliverables Checklist.

Canada reserves the right to request information to support any bid requirement. The Bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The Bid will be evaluated as responsive if it is found to meet all of the mandatory requirements.

The Phased Bid Compliance Process will apply to all Mandatory Technical Criteria in Annex "P" - Mandatory Technical Criteria and the Point Rated Technical Criteria as well as all Mandatory Criteria in Annex "O".

5- Delete Section 6.4 Valid Labour Agreement of the RFP

DELETE: Section 6.4 Valid Labour Agreement of the RFP in its entirety

6.4 Valid Labour Agreement

If the Bidder has a labour agreement, or other suitable instrument, in place with all its unionized labour, it must be valid for the proposed period of any resulting contract. Documentary evidence of the agreement or suitable instrument must be provided in their bid. The Bidder must provide a letter stating that they are a non-unionized facility, if applicable.

6- Update TM1, TM2 and PR1 Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in Annex P

INSERT: The following note will be added to TM1, TM2 and PR1 in Annex P

If the Bidder is a joint venture, the requirement must be met by the member of the joint venture who will construct the "Work" as detailed in the Statement of Work attached within Annex "A" of the RFP.

7- Add new TM10 Shipyard Location in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

INSERT: The following new TM10 Shipyard Location in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

| No | Mandatory Technical Evaluation Criteria | |
|------|---|--|
| TM10 | Shipyard Location The Bidder performing the Work must be a shipyard geographically located in Canada. | |
| | Fail | Pass |
| | The Bidder does not submit a picture from Google Maps showing the longitude and latitude of the shipyard geographically located in Canada and provide the municipal address | The Bidder submits a picture from Google Maps showing the longitude and latitude of the shipyard geographically located in Canada and provides the municipal address |

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8- Update the Scoring Criteria in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: The Scoring Criteria in Annex P in its entirety

and

INSERT: The following Scoring Criteria in Annex P in its entirety

| | |
|--|-------------|
| Total Score *minimum pass mark is 170 | /280 |
|--|-------------|

9- Extend the solicitation closing date from January 18, 2023 to February 21, 2023.

DELETE: The solicitation closing date on the first page of the previous solicitation amendment 7 of January 18, 2023 at 14:00 EST

and

INSERT: The new solicitation closing date on the first page of this solicitation amendment 8 on February 21, 2023 at 14:00 EST

10- Update the NSFRV Design Instruction and Guidance document as part of the TDP.

DELETE: Section 631.5 Potable Water Tank Coating System in its entirety

and

INSERT: Section 533.3 Fresh Water Storage Tank
Add line, column "Object Number" 533.3.0-5 – The fresh water tank must be stainless steel constructed in accordance with CCG's standard: Welded Stainless Steel Non-Integral Potable Water Tank Fabrication and Repair Standard.

The standard will form part of the TDP and it will be sent out to everyone who has already requested it.

Q89. In Solicitation Amendment 8 there is a mention of deleting clause 6.4 Valid collective agreement. Are we to understand that we no longer submit proof of our valid collective agreement as requested in Annex O (at line 11)?

A89. The requirement listed in Annex O Deliverables/Certifications, item # 11 will be removed.

Q90. For Annex P as well as Annex O will we receive an update of these appendices or simply delete and add the details as listed in solicitation amendment 8?

A90. The Bidders must update the Annexes based on the changes from each solicitation amendment.

Q91. With the new closing date on February 21, 2023 will this have an impact on the work schedule? Change of start/end date of work? If so, we will have to modify our schedule accordingly.

A91. The start and end date of the work is from Contract Award to two (2) year after delivery and acceptance of the vessel as per 7.4.1. The closing date of the solicitation does not change the work period of the contract.

Q92. Please confirm the Class NSFRV notation? At ID 2791 it is mentioned that the NSFRV must be according to Lloyd's Register (LR) standards: +100A1 Research, ice class E, X LMC, HYBRID POWER. On plan 219-087-21000R3 Midship Section, page 2, there is no Maltese Cross in Class Notation.

We understand that the "+" in front of the 100A1 and the "X" in front of the LMC mean the Maltese Cross, however in the Midship no Maltese Cross is indicated.

Does Canada wish to have a vessel in Class Notation ✕ 100A1 Research, Ice Class E, ✕ LMC (Hybrid Power)?

A92. The class notation is ✕ 100A1 Research, Ice Class E, ✕ LMC (HYBRID POWER).

Q93. Can Bidders add additional elements they wish to be protected in Annex R - Economic Price Adjustment and Exchange Rate Adjustment?

A93. New items cannot be added to the list in Annex R.

Q94. Possible to tell us the deadline for questions in Section 2.4 based on the new closing date of February 21, 2023?

A94. Section 2.4 will be updated with a new deadline for enquiries. The deadline will be on February 13, 2023 at 2pm EST.

2- Update Section 2.4 Enquiries - Bid Solicitation of the RFP

DELETE: Section 2.4 - Enquiries - Bid Solicitation in its entirety

and

INSERT: The following Section 2.4 - Enquiries - Bid Solicitation in its entirety

All enquiries must be submitted in writing by email to the Contracting Authority (stephane.deslauriers@tpsgc-pwgsc.gc.ca) no later than **2 pm EST on February 13, 2023**. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

Any clarifications or changes to the bid solicitation resulting from the questions and answers will be included as an amendment to the bid solicitation.

3- Update Annexe O - Deliverables/Certifications

DELETE: Line item 11 from Annexe O - Deliverables/Certifications

Solicitation Amendment 10

1. Update wording for Annex G

DELETE: Annex G – Procedure for Unscheduled Work in its entirety

and

INSERT: Annex G – Procedure for Additional Work in its entirety

2. Update Section 1.2 – Summary

1.2 Summary

1. The Requirement is:

- a) The Department of Fisheries and Oceans (DFO) and the Canadian Coast Guard (CCG) have a requirement to build and deliver (1) new Near Shore Fishery Research Vessel (NSFRV). The primary function of the NSFRV is oceanographic science. Secondary missions require capabilities consistent with search and rescue and environmental response.
- b) To carry out additional work authorized by the Contracting Authority during the course of the contract.

2. This bid solicitation requires Bidders to use the CPCConnect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

3. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

4. As per the Integrity Provisions under section 01 of Standard Instructions [2003](#), Bidders must provide a list of all owners and Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

5. The requirement is exempt from the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), i.e. Shipbuilding and Repair is excluded from coverage at Annex 7, General Notes, 1. (a). The requirement is subject to the Canadian Free Trade Agreement (CFTA).

6. This procurement falls under the small vessel construction component of the National Shipbuilding Strategy (NSS), whereby the requirement will be competed to Canadian Industry.

7. The sourcing strategy relating to this procurement will be limited to Canadian suppliers, as permitted by the CFTA.

8. In line with the *Shipbuilding, Repair, Refit, and Modernization Policy* (2010-08-16) and with the *Buy in Canada Policy*, the Work must be carried out at a shipyard located in Canada.

9. This RFP includes the use of trade names or trademarks without allowing for equivalent products, on an exceptional basis as itemized in Annex "Q". The equipment itemized in Annex "Q" was selected under the Request for Identification of Potential Suppliers (RFID) phase of the NSFRV procurement, which consisted of a competitive RFID to identify single system integrators for both

the Propulsion System (F7013-200032/B) and the Deck Equipment (F7013-200032/C). This process is necessary for CCG to meet its innovation and greening mandate and to ensure the integration of key equipment in the vessel.

10. This procurement includes a mandatory Indigenous Participation Component (IPC) under the Procurement Strategy for Indigenous Business program.

3. Update Section 1.6 - Restrictions on Bidding and Subcontracts

DELETE: Section 1.6 - Restriction on Bidding in its entirety

and

INSERT: The following Section 1.6 – Restrictions on Bidding and Subcontracts in its entirety

1.6 Restrictions on Bidders and Subcontracts

This is a bid solicitation for construction of a ship that is less than 1000 tonnes in lightship displacement. The shipyards selected by Canada under the National Shipbuilding Strategy for the construction of vessels over 1000 tonnes in lightship displacement, namely Irving Shipbuilding Inc. and Vancouver Shipyards Company Ltd., or any of their respective subsidiaries or affiliates or any person who controls any of them ("subsidiary", "affiliate," "control" and "person" are all as defined in the Canada Business Corporations Act, R.S.C. 1985, c. C-44 as amended):

(1) are each, including as part of a joint venture or partnership, not eligible to submit a bid or be awarded the contract resulting from this bid solicitation; and

(2) to the extent that any subcontractor experience or capabilities are mandatory or point-rated evaluation criteria in this bid solicitation, are each not eligible to satisfy such criteria.

By submitting a bid to this bid solicitation, a Bidder is certifying that it is in compliance with the above restrictions and agrees to maintain such certification throughout the duration of the Contract. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

4. Add Section 7.38 – Restrictions on Subcontracting

INSERT: Section 7.38 – Restrictions on Subcontracting in its entirety

7.38 Restrictions on Subcontracting

The Contractor must not subcontract or permit the subcontracting of any part of the Work, including a contract entered into by any subcontractor at any tier to perform any part of the Work, to Irving Shipbuilding Inc., Vancouver Shipyards Company Ltd. or any of their respective subsidiaries or affiliates, or any person who controls any of them ("subsidiary", "affiliate," "control" and "person" are all as defined in the Canada Business Corporations Act, R.S.C. 1985, c. C-44 as amended), unless the subcontract is limited to the provision of services for ship building program management, design, engineering, supply chain management, integrated logistics support, or quality assurance.

5. Add Section 7.39 - Defence Contract

INSERT: Section 7.39 - Defence Contract in its entirety

SACC Manual clause A9006C (2012-07-16), Defence Contract

6. Update Price Table in Annex B – Basis of Payment

DELETE: Price Table in its entirety

and

INSERT: Revised Price Table in its entirety

Price Table 1

| Item # | Description | Price |
|--|---|-------|
| | | CDN\$ |
| 1 | Design and Construct the NSFRV as per requirements in SOW in Annex A includes labour, material, equipment and engineering costs | \$ |
| 2 | Transportation Cost of the NSFRV to the CCG base at Sorel, Quebec | \$ |
| 3 | Technical Data Package for the NSFRV | \$ |
| 4 | Training for the NSFRV | \$ |
| 5 | One (1) year operational spares for the NSFRV | \$ |
| Total Price Table 1 (sum item #1 to # 5) Note: The Sum of item # 1 to #5 will become the Contract Price of the Winning Bid. | | \$ |

Price Table 2

| Item # | Description | Hourly Rate hrs (CDN\$) | Number of Hours * | Total CDN\$ (Hourly Rate X Number of Hours) |
|--------|--------------------|----------------------------|----------------------|---|
| 6 | All other services | \$ | 100 hours | \$ |
| 7 | Administration | \$ | 100 hours | \$ |

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| | |
|---|----|
| Total Price Table 2 (Sum of items #6 and #7) | \$ |
|---|----|

*** The indicated number # of hours for items 6 and 7 above are for evaluation purposes only. The Hourly Rate is a firm rate for the duration of the contract.**

| | |
|---|--------------------|
| Total Evaluated Price | Total CDN\$ |
| Total Evaluated Price (Sum of Total Price Table 1 and Total Price Table 2) | \$ |

7. Update Section 7.4.1 - Period of the Contract

DELETE: Section 7.4.1 - Period of the Contract in its entirety

and

INSERT: The following Section 7.4.1 - Period of the Contract in its entirety

7.4.1 Period of the Contract

The period of the Contract is from the Contract Award date to two (2) years after delivery and acceptance. The warranty period is 12 months from the delivery and acceptance date. The entire mechanical and electrical components of the power train, power train resilient mountings and any sub-bases incorporated into the propulsion engine or gearing arrangements shall have a two (2) years warranty which commences from acceptance of the vessel by Canada.

The vessel must be delivered within 3 years of contract award.

8. Update SACC Clause 2030 – General Conditions

DELETE: Section 7.12 - Priority of Documents and Section 7.2.1 - General Conditions in its entirety

and

INSERT: The following Section 7.12 - Priority of Documents and Section 7.2.1 - General Conditions in its entirety

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- the Articles of Agreement;
- the supplemental general conditions 1028 (2010-08-16), Ship Construction – Firm Price;
- the Supplemental General Conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- the General Conditions 2030, (2022-12-01) , General Conditions - Higher Complexity – Goods;

- e) the General Conditions 1031-2, (2012-07-16), Contract Cost Principles;
- f) Annex "A", Statement of Work (SOW);
- g) Annex "B", Basis of Payment;
- h) Annex "C", Federal Contractors Program for Employment Equity - Bid Certification
- i) Annex "D", List of Subcontractors;
- j) Annex "E", Bidders Questions and Canada's Responses (if applicable);
- k) Annex "F", Insurance Requirements;
- l) Annex "G", Procedure for Additional Work;
- m) Annex "H", Warranty;
- n) Annex "I", Forms
- o) Annex "J", General Information on Indigenous Participation Component;
- p) Annex "K", Indigenous Participation Component Certification Forms;
- q) Annex "L", The Indigenous Participation Component (IPC) Plan;
- r) Annex "M", Indigenous Certification Requirements;
- s) Annex "N", Indigenous Participation Component Reports;
- t) Annex "R", Economic Price Adjustment and Exchange Rate Adjustment;
- u) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable).

7.2.1 General Conditions

2030 (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract and is amended as follows:

Delete Section 22 (2014-09-25) Warranty, in its entirety and replace with the following:

Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months except if stated otherwise in the Contract, the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The entire mechanical and electrical components of the power train, power train resilient mountings and any sub-bases incorporated into the propulsion engine or gearing arrangements shall have a 2-year warranty which commences from acceptance of the vessel by Canada. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

1. For the purpose of the Warranty, acceptance will take place in accordance with Annex "H" - Warranty.
2. The Contractor, if requested by Canada, must replace or repair at its own expense any finished work, excluding Government Issue incorporated in the Work, which becomes defective or which fails to conform to contract requirements as a result of faulty or inefficient manufacture, material or workmanship.
3. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
4. The Contractor agrees to pass to Canada, and exercise on behalf of Canada, all warranties on the materials supplied or held by the Contractor which exceed the periods indicated above.
5. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair

and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.

6. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
7. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
8. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
9. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

Refer to Annex "H" – Warranty for the warranty defect claim procedures and Annex "I" – Forms for the warranty claim form.

9. Update Section 7.24 - Procedures for Design Change or Additional Work

DELETE: Section 7.24 - Procedures for Design Change or Additional Work in its entirety

and

INSERT: The following Section 7.24 - Procedures for Design Change or Additional Work in its entirety

7.24 Procedures for Design Change or Additional Work

The Contractor hereby acknowledges that Canada may require the Contractor to perform additional Work at any time and from time to time, during this Contract over and above the Work identified at Annex "A". The additional Work could include but not be limited to:

- (a) Additions or variations to the Work including Design Changes; and
- (b) Dispensing with or change to any portion of the Work.

If any additional Work is required, the procedure for processing the "Additional Work" shall be as set out in clause B5007C dated 2010-01-11, All negotiations must be completed and the additional Work authorized on form PWGSC - TPSGC 1686 prior to the commencement of the Work, unless and until the Contracting Authority specifically authorizes commencement of the additional Work, in writing, prior to completion of negotiations and completion of form PWGSC - TPSGC 1686.

The Contractor shall perform the additional Work under the same terms and conditions of the Contract. The additional Work will be negotiated using the labor rates and markups contained in the Contract.

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The Contractor may request a change to the Work for Canada's consideration by submission of a request for change proposal to the Contracting Authority.

Extensions in the delivery date as a result of the approved additional (unscheduled) Work must be presented at the time of the proposal and to the satisfaction of the Contracting Authority, otherwise extensions to the delivery date will not be considered.

No cost additional Work: Notwithstanding the foregoing, should Canada deem it advisable to make any reasonable change in the Work during the course of the Work, provided the change is ordered before that particular part of the Work to which Canada refers is commenced and involves no extra cost to the Contractor, such changes shall be made by the Contractor without extra cost to Canada.

Incorporation of Additional Work or Design Changes: Where additional Work including Design Changes has been agreed to by the Parties, the resulting change shall be incorporated into the Work, and:

- (a) Be subject to all of the provisions of the Contract;
- (b) Not relieve the Contractor of its obligation to ensure that the Vessel meets all of the performance requirements set out in the Systems Requirements Document and shall not affect the delivery date unless otherwise provided for in form PWGSC - TPSGC 1686 relating to such additional work or design change.

In addition, refer to Annex "G" - Procedure for Additional Work.

10. Update TM10 – Shipyard Location

DELETE: TM10 – Shipyard Location in its entirety

and

INSERT: The following TM10 – Shipyard Location in its entirety

| | | |
|------|---|---|
| TM10 | Shipyard Location The Bidder who will construct the NSFRV must be a shipyard geographically located in Canada. If the Bidder is a joint venture, the requirement TM10 must be met by the member of the joint venture who will construct the NSFRV as detailed in the Statement of Work attached within Annex "A" of the RFP. | |
| | Fail | Pass |
| | Does not submit a picture from Google Maps showing the longitude and latitude of the shipyard geographically located in Canada and does not provide the municipal address | Submits a picture from Google Maps showing the longitude and latitude of the shipyard geographically located in Canada and provides the municipal address |

11. Update TM1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: TM1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

and

INSERT: The following TM1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

The Bidder provides proof it has the physical space to build and launch a vessel with an overall length of at least 32 meters or greater, beam of at least 10.5 meters, lightship draft of at least 3.4 meters, overall height* of at least 18.750 meters and a lightship displacement of at least 500 metric tons as per the SOW Annex A. Requirement can be met by providing examples of vessel(s), building drawing structure, certification documents, etc.

If the Bidder is a joint venture, the requirement TM1 must be met by the member of the joint venture who will construct the NSFRV as detailed in the Statement of Work attached within Annex "A" of the RFP.

* NOTE: Overall height refers to the distance between the bottom of the skeg to the top of the mast structure

12. Update TM2 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: TM2 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

And

INSERT: The following TM2 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

The Bidder provides proof it has the proven capability in the construction and launch of at least one (1) vessel with a length of at least 24 meters that is capable of moving and steering under its own power while providing accommodation as defined in the Design Instruction and Guidance document for its crew in the past ten (10) years

If the Bidder is a joint venture, the requirement TM2 must be met by the member of the joint venture who will construct the NSFRV as detailed in the Statement of Work attached within Annex "A" of the RFP.

13. Update PR1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria

DELETE: PR1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

And

INSERT: The following PR1 in Annex P Mandatory Technical Evaluation Criteria and Technical Point Rated Evaluation Criteria in its entirety

The Bidder provides proof it has the proven capability in the construction of vessels of similar complexity as the NSFRV in the past ten (10) years. The requirements can be met with a bill of sales, drawings, envelop maintenance, certification, pictures of equipment on top of equipment or otherwise.

NOTE: "similar complexity" can be described as a vessel that meets A) ,B) ,C) ,D) and E)

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If the Bidder is a joint venture, the requirement PR1 must be met by the member of the joint venture who will construct the NSFRV as detailed in the Statement of Work attached within Annex "A" of the RFP.

14. Add clause 7.40 Warranty to the resulting contract clauses

INSERT: The following 7.40 Warranty to the resulting contract clauses in its entirety

7.40 Warranty

The Contractor must follow the procedures and process for warranty as defined in Annex H – Warranty.