

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
800 Burrard Street, 2nd Floor
800, rue Burrard, 2e étage
Vancouver, BC V6Z 0B9
Bid Fax: (604) 775-7526

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
Public Works and Government Services Canada -
Pacific Region
800 Burrard Street, 12th Floor
800, rue Burrard, 12e étage
Vancouver, BC V6Z 2V8

Title - Sujet Marine Sediment Consult. & Remedtn	
Solicitation No. - N° de l'invitation E0276-131364/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client E0276-131364	Date 2013-05-06
GETS Reference No. - N° de référence de SEAG PW-\$VAN-524-6969	
File No. - N° de dossier VAN-2-35275 (524)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-14	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Yamamoto, Albert	Buyer Id - Id de l'acheteur van524
Telephone No. - N° de téléphone (604) 775-7549 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

This Amendment 004 is raised to make the following revisions to the tender document and its annexes and to present the Questions and Answers from the Bidders Conference and those received since that time.

REVISIONS

To Part 7 (Page 16 of/de 67), article 3. Security Requirement, make these revisions, based on Q&A 11-13 following:

Following,

3 (a) SECURITY REQUIREMENT FOR CANADIAN SUPPLIER

INSERT:

OR

3 (b) SECURITY REQUIREMENT FOR THE UNITED STATES SUPPLIER: PWGSC FILE #E0276-131364

1. The Foreign recipient Contractor shall, at all times during the performance of the Contract hold a valid **Facility Security Clearance**, issued by the NSA/DSA of **the UNITED STATES OF AMERICA**, at the equivalent level of CONFIDENTIAL, in accordance with the National Policies of **the UNITED STATES OF AMERICA**. All CANADA PROTECTED information/assets accessed by the Foreign recipient Contractor shall NOT be safeguarded at the Foreign recipients sites.

2. CANADA PROTECTED information/assets shall be released only to Foreign recipient Contractor personnel, who have a need-to-know for the performance of the Contract and who have a Personnel Security Clearance at the level of CONFIDENTIAL, granted by their respective NSA/DSA, in accordance with the national Policies of **the UNITED STATES OF AMERICA**.

3. CANADA PROTECTED information/assets provided or generated pursuant to this Contract shall not be further provided to a third party Foreign recipient Subcontractor unless:

a) written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information by the third-party Foreign recipient's NSA/DSA; and

b) written consent is obtained from the NSA/DSA of **the UNITED STATES OF AMERICA**, if the third-party Foreign recipient Subcontractor is located in a third country.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of the UNITED STATES OF AMERICA.

5. The Foreign recipient Contractor shall not disclose the CANADA PROTECTED information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director International Industrial Security Directorate (IIISD), Public Works and Government Services Canada (PWGSC).

6. The Foreign recipient Contractor shall not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.

7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA.

8. The Foreign recipient Contractor shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that PROTECTED/ CLASSIFIED information/assets furnished to or generated by the Foreign recipient Contractor pursuant this Contract, have been lost or disclosed to unauthorized persons.

9. The Foreign recipient Contractor shall contact their respective NSA/DSA in order to comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES OF AMERICA** and Canada, in relation to equivalencies.

The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C

The FOREIGN recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of the UNITED STATES of AMERICA, and in accordance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between the UNITED STATES of AMERICA and Canada, in relation to the equivalencies of CLASSIFIED information/assets.

CANADA AND US TABLE OF SECURITY CLEARANCE EQUIVALENCY	
CANADA U.S.	
CANADA PROTECTED	No Official equivalent in the US. To be treated as a minimum of US

CONFIDENTIAL while in the US.

Clauses for suppliers from other countries with whom Canada has reciprocal agreements will be provided upon request to the Contracting Authority.

To Annex G, make these revisions, based on Q&A 29 following:

G.1 Technical Submission

G.1.2.1 #8 Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"

INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

G.1.2.2 #9 Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"

INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

G.1.2.3#10 Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"

INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

G.1.3 #1. Project Name:

REMOVE: "Bidder must submit the name of one senior individual from Corporate Capacity Table G.1.1.1 that was involved in the project"

INSERT: "Bidder must submit the name of one intermediate, senior, or expert individual Corporate Capacity Table G.1.1.1 that was involved in the project"

G.2 Technical Evaluation

G.2.2

Studies and Modeling Project #8: Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"

INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

Planning, Evaluation and Design Project #9. Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"
 INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

Consultant for Marine Sediment Remediation Project #10: Personnel Involvement:

REMOVE: "only intermediates and above will be accepted, and at least one individual must be a senior"
 INSERT: "only intermediates and above will be accepted, and at least one individual must be a senior or expert"

G.2.3 REMOVE: "Bidder must submit the name of one senior individual from Corporate Capacity Table G.1.1.1 that was involved in the project in order to receive points"

INSERT: "Bidder must submit the name of one intermediate, senior, or expert individual from Corporate Capacity Table G.1.1.1 that was involved in the project in order to receive points"

BIDDERS CONFERENCE QUESTIONS AND ANSWERS

Questions from the Bidders Conference may have been adapted slightly for this amendment but should provide the essence of the response provided during the meeting unless the Technical or Contracting Authority had requested time to better research the response.

Question 11: The RFP mentions that there is a security clearance required for Canadian suppliers. Is there also a security clearance for US and multinational suppliers?

Answer 11: Yes, we do security clearance for US and multinational suppliers. Canadian security checks are done through Canadian Industrial Security Directorate (CISD) and their International Industrial Security Relations group manages the reciprocal agreements with US and other authorities to clear other suppliers in other countries.

Question 12: Is there a reason why security clearance for other countries isn't stated in the RFP?

Answer 12: Since clearances are different from country to country, clauses for non-Canadian suppliers will be provided in the tender when requested or where there is the anticipation that a non-Canadian will bid. We have requested clauses for American firms and will provide them once it is translated.

Question 13: How is the security clearance done if there is a multinational supplier with a Canadian division?

Answer 13: It would depend on which entity is bidding. If the US division of a multinational company bids, we would screen that supplier even where there is a Canadian division. We might enquire as to why the company does not bid through its Canadian division but it is ultimately their decision. Clearance of the Canadian division would generally be easier and would take less time.

Question 14: Is there protection for contractors in the allocation of work?

Response 14: There is a 5% minimum guarantee of work for each of the two contractors based on the value of their contract. Allocation of work may be based on the Contractor's knowledge and expertise or work may be allocated to the Contractor furthest away from their percentage total, but this is flexible within the contract.

Question 15: Can we get a description of the Statement of Limitations information and what a contractor cannot say in their bid, as discussed by Scott Tomlinson? Some contractors may find that theses affect their insurance.

Answer 15: The following statement was read during the Bidder's Conference regarding Statements of Limitations:

With respect to including a Statement of Limitations in consulting reports, PWGSC has recently received a legal opinion from the Department of Justice that inclusion of a Statement of Limitations or similar wording that would unilaterally insert liability terms into the Contract is a breach of contract, specifically article 24 Liability of General Conditions 2035, Higher Complexity - Services, which are incorporated into the Contract by reference. Both the Technical Authority (Environmental Services) and the Contracting Authority (Acquisitions) concur with this opinion. Thus effective today PWGSC will no longer be in a position to accept any reports that have incorporated in them any Statements of Limitations (or equivalent). The only relevant limitations clauses are those specifically written into the contract.

Question 16: Can you add subcontractors as individuals to the Corporate Capacity table? (G.1.1 Technical Submission Part 1: Corporate Capacity)

Answer 16: Yes, as mentioned, we will be amending the Corporate Capacity table to add lines where you can indicate the sub-consultants and subcontractors that form part of your team. If you have multiple companies as a part of your team, you can add subcontractors to the bottom of the list along with their experience plus any people who are bidding as a joint venture.

Question 17: If part of the project you worked on was just design and that phase is completed but the project isn't complete, can you submit this experience?

Answer 17: If you have a multi-year ongoing contract that is not complete, you can submit experience from this contract but you can only submit components that have already been completed. If the design phase has been completed then you can submit this phase.

Question 18: If you have a consultant listed as a subcontractor and his firm has completed part of the same project can you use their expertise for the completed projects?

Answer 18: Yes, if the subcontractor is listed as part of your team and they have completed part of a project on their own, then you can claim this project experience on your bid.

Question 19: What's the rationale for not providing points for projects that are non-government related?

Answer 19: We've been through this process a number of times and we want to make sure that we get the most qualified companies that we can. There is a benefit and advantage to us if the contractor has done work for government in the past. We want the companies the most qualified in this respect to score higher because we can take advantage of their experience of working on Federal government projects. That said, there are only 3 points out of 100 that are given to companies that have done work with the federal government; it's not a mandatory requirement.

Question 20: Under Depth of Experience table (G.1.3.1), what if there are people in our firm who are qualified that have done work in another company before working for our company; can we list the projects they worked on?

Answer 20: No, for G.1.3.1, the depth of experience is of the company that is bidding and corporate knowledge of the Bidder as a whole. Individual experience is listed on the G.1.1.1 Corporate Capacity table. We want to make sure that this experience is not tied to one individual in the company and, if that person goes, then the company is left without that experience. For this particular criterion, we are looking at the company's experience not the experience of the individuals.

Question 21: Under Depth of Experience table (G.1.3.1), are these fully completed projects not just partial projects?

Answer 21: Yes these are fully completed projects for which you were the consultant.

Question 22: If you did two projects side by side for the same client is this considered two separate projects?

Answer 22: Yes, if there are two distinct statements of work, one for each project.

Question 23: What should be in the description of the project?

Answer 23: The description should include the marine water body type (harbour, port, etc.) and project name.

Question 24: Clarification: under Part 4 Section 2.2 Status and Availability of Resources, leave of absence is not listed as an example.

Answer 24: If a person is on a leave then they are not considered "available for work" and you should be substituting someone else for them for the time that they are not available for work. Your bid is based on your providing the people named in the bid. However, if someone has just gone on vacation for two weeks and they aren't available for a specific task authorization, then you can make an addition for a specific task instead of a permanent substitution.

Question 25: Can you define "public entity"?

Answer 25: A "public entity" includes municipal, provincial, and federal governments, as well as other entities such as First Nations, Crown Corporations and Port Authorities.

The determination of what constitutes a Public Entity project will rest with the evaluation team so it would be better confirm in advance any project that you are not sure of.

Question 26: Under the minimum work guarantee is it possible to make this minimum just for consulting fees and not include disbursements?

Answer 26: No, it is not possible. We have no way to split project fees and disbursement fees as they are both a part of the project therefore this must be considered a part of the minimum guarantee. The minimum work guarantee is based on the determination of the estimated total value of the requirement. We would have no way of determining to what extent this includes fees vs disbursements.

Question 27: Can there be a minimum guarantee made to subcontractors?

Answer 27: No, we guarantee the minimum amount to the Contractor and not subcontractors.

Question 28: Must all individuals listed on the Corporate Capacity Table be located in British Columbia?

Answer 28: No, but bidders should bear in mind that travel will be reimbursed only for trips originating from Vancouver or Victoria. Bidders will be responsible for all travel costs (including travel time) to reach Vancouver/Victoria. All individuals listed in the Corporate Capacity Table must be available to work in Vancouver/Victoria, when appropriate.

QUESTIONS AND ANSWERS SUBSEQUENT TO THE BIDDERS CONFERENCE

Question 29: With the addition of the requirement of the Depth of Experience Table G.1.3.1 to include a Senior individual from the Corporate Capacity Table G.1.1.1, we request that either Senior personnel not in the Corporate Capacity Table G.1.1.1 be listed in the Depth of Experience Table G.1.3.1 or additional Senior personnel be listed in the Corporate Capacity Table G.1.1.1.

Answer 29:

We will not allow additional Expert or Senior personnel to be added to the Corporate Capacity Table G.1.1.1. Based PWGSC's experience with other Task Authorization Contracts, it is important that we have a small dedicated core team that becomes familiar with PWGSC's, and our clients', requirements and individual projects.

While the purpose of the Depth of Experience Table G.1.3.1 is to demonstrate that the Bidder has the depth of experience to provide appropriate services to PWGSC, we need to ensure that the Bidder's experience gathered from such projects will be available to PWGSC. Similarly to Project Experience Tables G.1.2.1, G.1.2.2, G.1.2.3, we will link this experience by requiring personnel involved with projects on the Depth of Experience Table G.1.3.1 be on the Bidder's team. We will accept Intermediate, Seniors and Experts as allowable personnel on Table G.1.3.1. See Revisions above.

In the Project Experience Tables G.1.2.1, G.1.2.2, G.1.2.3, at least one individual must be a Senior or Expert category personnel (previously wording stated "Only intermediate and above will be accepted, and at least one individual must be a Senior"). Senior or expert may now be submitted.

Question 30:

With the new requirements in Amendment #2, we request an extension of time.

Answer 30:

We have allowed a 1 week extension to the closing date of the solicitation (from the original closing date of May 7, 2013). As was noted in the Bidder's meeting, PWGSC has pressing operational considerations that require this Task Authorization Contract be awarded as soon as possible.