

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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
Northern Contaminated Site Program
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

Title - Sujet Environmental Consulting Services	
Solicitation No. - N° de l'invitation EW699-141853/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client PWGSC	Date 2014-02-26
GETS Reference No. - N° de référence de SEAG PW-\$NCS-206-10119	
File No. - N° de dossier NCS-3-36285 (206)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-18	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Peters (NCS), Brent	Buyer Id - Id de l'acheteur ncs206
Telephone No. - N° de téléphone (780) 497-3668 ()	FAX No. - N° de FAX (780) 497-3510
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 #001 has been raised to answer questions from potential Bidder(s) as well as to revise the Request for Proposal.

Part 1: Questions and Answers

Question 1: With reference to Annex B, Basis of Pricing, A. Professional Fees Unit Price Table, can the role of Resident Engineer be defined further (e. are you expecting a professional engineer in this role)?

Answer 1: The term Resident Engineer could be substituted for Departmental Representative and does not have to be a professional engineer. This role provides quality assurance to PWGSC for on site work being completed by a contractor.

Question 2: With reference to Annex G, Part 1 Technical Evaluation, can different aspects of the same project be used for project summaries in more than one technical discipline area?

Answer 2: Yes, as long as they relate to the technical discipline area.

Question 3: Are there any proposal page limits besides project summaries having a 3 page limit?

Answer 3: No other limit was identified.

Question 4: With reference to Part 3, Section 2.2 Management Bid, can PWGSC staff represent client contacts? What is the expectation in providing client contacts? Can you provide clarification on the number of client contacts required?

Answer 4: Under Part 3, Section 2.2 Management Bid, the Bidder must identify key staff members from their project management team who will be contacts for the contract. It is up to the bidder to determine the number of client contacts. PWGSC staff would not be considered part of the Bidder's project management team.

Question 5: With reference to Annex G, Part I Technical Evaluation, section 2.1 Senior Lead/Principal, in defining our Project Management Team, do you require resumes and biographies for the team members? Do you require a resume for the Senior Lead/Principal?

Answer 5: We are not asking for resumes per se and have left it up to the firm to define the information requested in the RFP, i.e. "this section should provide details of relevant experience/qualifications of the senior lead/principal as it relates to providing client service and managing multidisciplinary teams..."

Question 6: With reference to Annex "C" – Insurance Requirements – Section 1.2 (n) and Section 1.4, can you confirm that having Pollution Liability Insurance as part of the Professional Liability Insurance is acceptable?

Answer 6: As per Part 2 below, the requirement for Contractors Pollution Liability Insurance has been deleted from the Request for Proposal.

Question 7: We would like to request the deadline for solicitation close (currently March 18, 2014) be extended to later that week.

Answer 7: The solicitation closing date has been reviewed and it remains unchanged at this time.

Question 8: The intent of Section 2.1 Senior Lead/Principal appears to be to list Senior staff only for each discipline but not other teams members such as intermediate and site staff, is that the case? If so are we to only indicate a Lead for each area (e.g. one each for Remedial Action Plans, Geotech etc.) or if we have multiple staff at that level can we include them as well?

Answer 8: Yes - the intent is to provide the senior professional team that will be responsible under the contract. It is up to the firm to define/propose that team (i.e., there does not have to be a lead for each discipline), and respond to all aspects requested under this section.

Question 9: For the Organizational Chart is that meant to graphically display the relationships of the above staff only (i.e. senior), or is this where we can also show our team depth including for example more senior, intermediate, junior, and drafting members?

Answer 9: No, this should be the entire proposed team that will provide service under the contract (including any sub contractors).

Question 10: Does the main contact person (referred to in Annex G, Part 1, Section 2.1 of Evaluation Criteria) need to be someone at a principal level (i.e. the most senior), specifically related to bill rates?

Answer 10: Yes we are asking for the senior lead in that section, they also could be referred to as the principle. This would be the same person as the bill rate of the same name.

Question 11: Are CV's or resumes being requested?

Answer 11: No specific CVs or resumes of team members are being requested. Firm experience is requested in section 1.1.

Part 2: Revision to the Request for Proposal

Delete Section 1.4 Environmental Impairment Liability Insurance (Part 2 / Pages 52-53) in its entirety and replace with the following:

1.4 Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Professional Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Professional Liability Insurance Policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- (f) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
 Director Business Law Directorate,
 Quebec Regional Office (Ottawa),
 Department of Justice,
 284 Wellington Street, Room SAT-6042,
 Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
 Senior General Counsel,
 Civil Litigation Section,
 Department of Justice
 234 Wellington Street, East Tower
 Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

All other terms and conditions remain the same.