

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 Consultant Services	
Solicitation No. - N° de l'invitation EW699-141143/A	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client EW699-141143	Date 2014-03-05
GETS Reference No. - N° de référence de SEAG PW-\$NCS-107-10116	
File No. - N° de dossier NCS-3-36160 (107)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-17	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: Anthony (NCS), Mary	Buyer Id - Id de l'acheteur ncs107
Telephone No. - N° de téléphone (780) 497-3588 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various - see herein	

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 has been raised to answer questions from potential bidders and to amend the RFP.

Part 1 - Questions and Answers

Question 1:

The previous Standing Offer, EW699-121587 (issued mid-2012), was to be valid until March 31 2015 with the possibility of a 1 year extension. Five Standing Offer contracts were awarded for EW699-121587. Will these five (5) Standing Offers issued for EW699-121587 still be in place when this new EW699-141143 takes effect in April 2014?

Answer 1:

Task Authorizations (TAs) can be issued under contracts #EW699-121587, /001, /002, /003, /004 & /005 until the new contracts are awarded. Work issued under contract #EW699-121587, /001, /002, /003, /004 & /005 can be completed past the date of the new contracts being awarded.

Question 2:

If EW699-121587 will remain in effect until 2015, will the five (5) EW699-121587 standing offer contract holders be eligible to bid on EW699-141143?

Answer 2:

Yes.

Question 3:

Will EW699-141143 (to be issued April 2014) replace EW699-121587?

Answer 3:

Yes, the intent is to replace contracts #EW699-121587, /001, /002, /003, /004 & /005 with the new contracts since the existing contracts are nearly at their financial end. Existing TAs under contracts #EW699-121587, /001, /002, /003, /004 & /005 will be committed prior to the issuance of the new contracts.

Question 4:

Re the evaluation criteria for the Management section of the proposal (p.67 of 71), 2.1 – Senior Lead/Principal:

- a. It appears that qualifications and experience will be evaluated for the Senior Lead/Principal, but not for the Senior Professional Team. Is this correct?
- b. Should CVs for the Senior Professional team be included?
- c. Should the remainder of the team (intermediate and junior staff, technologists etc.) be identified?
- d. Does PWGSC require any information about the remainder of the team (intermediate and junior staff, technologists etc.)?
- e. Should CVs for the remainder of the team (intermediate and junior staff, technologists etc.) be included?

Answer 4:

- a. Correct, however, as outlined in Annex G, EVALUATION CRITERIA, PART 1, TECHNICAL EVALUATION, section 2.1 Senior Lead/Principal (Main company contact), "This section should also include how the senior professional team (to be defined by the bidder) intends to deliver on projects with respect to the contract including their proposed roles, responsibilities, and interactions within their discipline, with other disciplines, with the client contact, and with the senior lead/professional."
- b. We have not required CVs specifically.
- c. Not required in this section.
- d. Not specifically. Firm Experience (Section 1.1 Assessment, Design & Site Supervision) is up to the firm to define, however.
- e. We have not asked for these specifically.

Question 5:

Will the Consultant staff named in the proposal become the list of PWGSC-approved resources identified in the Standing Offer contract as the only staff members approved to work on projects arising from this Standing Offer?

Answer 5:

We are not limiting the staff who are able to work on PWGSC projects. However, it is expected that the senior team (as defined under Annex G, EVALUATION CRITERIA, PART 1, TECHNICAL EVALUATION, section 2.2 Organization Chart, remain in tact through the length of the contract(s).

Question 6:

Will PWGSC give preference to relevant project summaries located in the provinces in which the work is to take place?

Answer 6:

No additional weighting will be placed on projects within our Western Region.

Question 7:

Will preference be given to individuals on the Senior Professional Team with experience in the provinces in which the work is to take place?

Answer 7:

No additional weighting will be given to the senior professional team for experience demonstrated within PWGSCs western region.

Question 8:

In the Technical Evaluation, p. 64-66 of 71, the list of elements to be included in the project summaries (team members, location, etc.) does not include client contact information. Do the project summaries require reference contact information?

Answer 8:

We do not require client contact information in this section.

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Question 9:

Given the vast scope of the RFP a number of contributors are needed to provide technical input for the various disciplines. As such, we would like to request an extension of the bid deadline by two weeks. Also, would PWGSC consider staggering the deadlines of the Northern and Southern proposals to ensure that region specific content is appropriately incorporated into the proposals?

Answer 9:

Both solicitation closing dates have been reviewed and they remain unchanged at this time. In order to meet our clients program of work, we are unable to grant an extension.

Part 2 - Changes to the RFP

Change 1:

**DELETE IN ITS ENTIRETY:
TABLE OF CONTENTS**

**INSERT IN ITS PLACE:
TABLE OF CONTENTS**

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servant
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - INSURANCE REQUIREMENTS AND HEALTH & SAFETY REQUIREMENTS

1. Insurance Requirements
2. Health and Safety Requirements

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PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Insurance - Specific Requirements
14. Health and Safety Requirements
15. SACC Manual Clauses

List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Pricing
Annex "C"	Insurance Requirements
Annex "D"	Health and Safety Requirements
Annex "E"	Federal Contractors Program for Employment Equity - Certification
Annex "F"	Task Authorization Form
Annex "G"	Evaluation Criteria

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Change 2:

UNDER PART 2 - BIDDER INSTRUCTIONS:

DELETE IN ITS ENTIRETY:

1. Standard Instructions, Clauses and Conditions

INSERT IN ITS PLACE:

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

Change 3:**DELETE IN ITS ENTIRETY
PART 5 - CERTIFICATIONS****INSERT IN ITS PLACE
PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award**1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.3 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

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Change 4:

UNDER PART 7 - RESULTING CONTRACT CLAUSES:

DELETE IN ITS ENTIRETY

2.1 General Conditions

INSERT IN ITS PLACE

2.1 General Conditions

2035 (2014-03-01), General Conditions - Services (Higher Complexity), apply to and form part of the Contract.

Change 5:

UNDER PART 7 - RESULTING CONTRACT CLAUSES:

DELETE IN ITS ENTIRETY:

11. Priority of Documents

INSERT IN ITS PLACE

11. 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.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-03-01), General Conditions - Services (Higher Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Pricing;
- (e) Annex "C", Insurance Requirements;
- (f) Annex "D", Health & Safety Requirements;
- (g) Annex "E", Federal Contractors Program for Employment Equity - Certification
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _TBD_.

All other terms and conditions remain the same.