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800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**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, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> Marine Sediment Task Authorization	
<b>Solicitation No. - N° de l'invitation</b> EZ899-150978/A	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> EZ899-150978	<b>Date</b> 2014-12-22
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-026-7384	
<b>File No. - N° de dossier</b> PWY-4-37222 (026)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-15</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Liu (PWY), Patty	<b>Buyer Id - Id de l'acheteur</b> pwy026
<b>Telephone No. - N° de téléphone</b> (604) 775-6227 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Various Locations - Various, BC & Yukon	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EZ899-150978/A

Client Ref. No. - N° de réf. du client

EZ899-150978

Amd. No. - N° de la modif.

002

File No. - N° du dossier

PWY-4-37222

Buyer ID - Id de l'acheteur

pw026

CCC No./N° CCC - FMS No/ N° VME

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Les documents français seront disponibles sur demande.

Amendment 002 attached.

All other terms and conditions remain unchanged.

This Amendment addresses questions raised at the Bidder's Conference on 8 December 2014 and questions submitted by potential bidders.

- Q1) How will PWGSC evaluate the individuals when the resumes are a maximum of 2 pages? Full supporting details would require resumes to be longer.
- A1) Resumes must support and agree with the information indicated in the Corporate Capacity Table D.1.1. If there is disagreement between them, points will not be awarded for those particular criteria. The resume should demonstrate the appropriate number of years experience in the specialization being claimed.
- Q2) Do Accreditations have to be for British Columbia and/or Yukon?
- A2) No.
- Q3) May personnel be submitted if some of their years of experience was from other employers?
- A3) Yes, previous experience with other employers may be included in the Years Experience.
- Q4) Are the tables in D.1.1.1, D.1.2.1, D.1.2.2, and D.1.2.3 restricted to one page only?
- A4) No, Bidders may provide reasonable copies of these tables for submission in their proposals.

#### **Technical Submission Part 2: Contaminated Marine Sediment Project Experience**

- Q5) What is the definition of "appropriate client reference"? Can a reference still be used if they have left the organization for which the project was done? Are electronic signatures acceptable?
- A5) The client reference is to be from personnel at the end user's organization who can speak to the Bidder's involvement in the project. If the reference is no longer employed by the end user, they are to so indicate when signing. Original, scanned or faxed signatures only; electronic signatures (digital signature) are not acceptable.
- Q6) Why is there a difference in the scoring of project locations between BC/YT, other Canadian Province/Territory, and International?
- A6) The long-term plan of many projects to be done under this contract is divestiture; therefore, we value familiarity with local regulations and constraints. The successful bidder needs to be familiar with unique local ecosystems and provincial regulations, and the local suppliers and subcontractors for remediation projects.
- Q7) Can the same project be used for all three experience tables?
- A7) As per the RFP, the Bidder may submit different aspects of the same project.
- Q8) Would Washington State be considered local, as British Columbia or Yukon Territory?
- A8) No, for the purposes of this evaluation, Washington State is considered as International.

- Q9) Please clarify how the table will be used to evaluate each project. The description of requirements for the technical submission in Section D.1.3. doesn't line up with the evaluation criterion listed in D.2.3 beneath the evaluation table.
- A9) Section D.1.3 outlines what information should be provided for each example project. Section D.2.3 outlines how that information will be evaluated.
- Q10) Are freshwater sediment remediation projects acceptable for Depth of Experience projects?
- A10) Project must be in the marine environment. As per section D.0, Marine is defined as "salt water or brackish environments such as estuaries or rivers with strong tidal influences.
- Q11) Can different components of the same project be used in more than one Depth of Experience category (i.e., Dredging, Capping, ENR, etc.)?
- A11) As per the RFP, a project may be submitted only ONCE under each Remediation Technique. Projects submitted multiple times under different Remediation Techniques will only be scored once.
- Q12) D.1.3 Technical Submission Part 3: Depth of Experience - Define "lead" company.
- A12) Lead is the company directly responsible or accountable to the project client for the scope of work being performed. Bidder is defined under section D.0 and applies to this section.
- Q13) What is the definition of "dredging"? Would dry excavation be considered?
- A13) Dredging is defined in Annex D. For this evaluation, excavation of sediment behind or within cofferdams or similar water exclusion structures is considered dredging.
- Q14) How does this Request for Proposal affect the contracts that were issued for Marine Sediment Services that were issued in 2014?
- A14) Current contracts are not impacted by this RFP. No new contracts will be issued under the existing Marine Sediment TAC once this RFP process is complete.
- Q15) Part 6., Section 1. The existing Marine Sediment TA contract includes provision to recognize U.S. security clearance through U.S. Defense Security Service (DSS) if the proposer is a U.S. company. Can PWGSC confirm it is using the same approach for this TA since CISD cannot issue security clearance for non-Canadian firms?
- A15) As per Part 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS 1. of the RFP:
- Bidders are hereby informed that there is a possibility that some Task Authorization (TA) contracts might require that the Contractors and their personnel to possess a Designated Organization Screening (DOS) at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).*
- If the possibility of a TA contract is in a secure/sensitive site and requires security clearance, at that time, the proper steps will be taken to ensure the company is cleared whether it be a U.S. company/firm or Canadian company/firm.

- Q16) Annex D, D.0 Definitions. Please confirm that “capping” refers to “engineered capping”, which provides a permanent isolation barrier in perpetuity and typically includes an armor layer, and does not include forms of thin layer capping (aka enhanced natural recovery) that are intended to allow cap material to mix.
- A16) **As per D.0, capping and enhanced natural recovery has separate definitions and is not interchangeable.**
- Q17) Annex D. D.0. and Section D.1.3. The enhanced natural recovery and in-situ treatment remediation techniques appear to overlap in definition a bit since in the Definitions section, ENR refers to placing amended reactive material to accelerate natural recovery processes, which is similar to the definition of in-situ treatment. Please clarify that Bidders should only identify only one process (either ENR or In-situ treatment), and not claim that there were two separate remediation techniques used.
- A17) **Bidders can only submit a project once under each remediation technique so cannot claim both ENR and in-site treatment for a single project.**
- Q18) Annex D. Section D.1.3., and Tables D.1.2.2. and D.1.2.3. Confirm that Capping or Enhanced Natural Recovery (aka Thin Layer Capping) is not considered an in-situ treatment. These are stand alone techniques and different than treatment.
- A18) **Section D.1.3: a project can only be submitted once so cannot be submitted under multiple techniques. Table D.1.2.2 and D.1.2.3: Capping, EDR, and in-situ treatment are three stand alone techniques and cannot be claimed multiple times for the same application. If these three techniques were used in a distinct manner on a single project than they can be claimed (for example, each of the three techniques was applied on a different area of sediment or zone of contamination).**
- Q19) Annex D. Section D.1.3., and Tables D.1.2.2. and D.1.2.3. Confirm that the remedial technology of “Capping” refers to Engineered Capping, not thin layer capping (which is also known as enhanced natural recovery). We consider Engineered Capping to be a different technology than Enhanced Natural Recovery/Thin Layer Capping.
- A19) **Correct, capping is distinct technique from ENR.**
- Q20) Annex D. Section D.1.2. For the 3 detailed projects. Please confirm that the term “lead” is also interchangeable with “Bidder”, and that firms can only claim work that they themselves performed or their direct subconsultant performed, but not work that others on the overall project team may have performed.
- A20) **As per the Q&A, Lead is the company directly responsible or accountable to the project client for the scope of work being performed. Bidder is defined under section D.0 and applies to this section. Please note the evaluation criteria under Section D.2.3 which states that part of the project evaluation will be multiple personnel from Corporate Capacity table D.1.1 in a significant project role.**
- Q21) Annex D. Section D.2.3. Should the 30 projects only come from the Sediment TA teams’ prime consultant? In order to better understand depth of experience for the prime consultant, requiring the additional projects (up to 30) are more appropriate to come from the prime only, but not other team members. If PWGSC allows up to 30 projects to come from any team member, we recommend the following:
- Identify which firm(s) worked on each project and their role (prime or subconsultant).

- Require that the subconsultant on the Sediment TA whose project is being referenced, to only claim and describe work that they themselves performed, but not claim or describe work that others on the overall project team may have performed.
- A21) Projects can come from members Bidder's team, but they must have been the lead company. Lead is the company directly responsible or accountable to the project client for the scope of work being performed. In summary, the Bidder must have been the lead, and their personnel completed the scope of work being claimed. The Bidder cannot claim a scope of work performed by others.
- Q22) Annex D. Section D.2.3. For the 30 projects, please confirm that the term "lead", is also interchangeable with "Bidder", and that firms can only claim and describe work that they themselves performed, or their direct subconsultant performed **at the time the project was executed**, but not work that others on the overall project team may have performed.
- A22) Bidder and lead are not interchangeable. Lead is the company directly responsible or accountable to the project client for the scope of work being performed. Bidder is defined under section D.0 and applies to this section.
- Q23) Annex D. On Tables D.1.2.1, D.1.2.2, and D.1.2.3, please confirm that under Value, the project value range represents the fees for the work that only the lead company was responsible for on that phase of work only, and not the total project consulting fees, since each phase of work is separately evaluated, and firms should only identify the fees that they were directly responsible for.
- A23) Correct, this applies to the phase of work delivered by the Bidder that aspect of the project. Work of other consultants or contractors cannot be included. If the Bidder is submitting the same project under different tables, they cannot claim the cumulative value, only the aspect of the work relevant to a single table.
- Q24) Annex D. Under Table D.1.2.2, under Remediation Techniques Evaluated, we assume that Bidders should only claim those remediation techniques that had detailed analyses or actual engineering design conducted? For example, many remedial options analyses or feasibility studies may only briefly discuss nearly all types of remedial techniques, and eliminate most of the remedial techniques without carrying most techniques forward to perform detailed engineering analysis or remedial design of those technologies.
- A24) As per the description under D.1.2.2 the Bidder may only claim a service if they completed a scope of work similar to the task described in the relevant section of Annex A Statement of Work.
- Q25) Annex D. Under Table D.1.2.2, under Services Provided, please confirm that "Cap design engineering for contaminated marine sediments" refers to engineered capping and not thin layer (or enhanced natural recovery)
- A25) As per D.0, Capping and ENR have distinct definitions are not interchangeable.
- Q26) Annex D. Under Table D.1.2.2, under Services Provided, please confirm that "sustainable remediation design" refers to preparing actual sustainability technical specification requirements as part of the remediation design tender document.

- A26) Sustainable remediation design refers to inclusion in technical specifications or supporting project management document.
- Q27) Annex D. Under Table D.1.2.3, under Specification Format, does “Other Government format”, refer to other Canadian Government format only and not other governments outside of Canada?
- A27) Other Government Format is not restricted to Canadian levels of governments.
- Q28) Annex D. Under Table D.1.2.2., under Services Provided, please confirm that “Liability Cost Estimation” experience must refer to use of the Federal reporting requirements as identified in Annex A, Section A.7.3. and not just performing general liability cost reporting in some other format.
- A28) Liability cost estimate is not restricted to federal requirements for reporting liability. As per the description, a Bidder may only claim a service if they completed a scope of work similar to the task described in Annex A Statement of Work.
- Q29) Annex D. Under Table D.1.2.2., under Services Provided, please confirm that “Detailed Remedial Action Plan/Risk Management Plan based on preferred option” experience refers to use of the PWGSC RAP/RMP format and not just preparing a similar remedial action workplan in some other format not consistent with PWGSC’s RAP/RMP format.
- A29) Remedial Action Plan / Risk Management Plan are not restricted to PWGSC RAP/ RMP format. As per the description, a Bidder may only claim a service if they completed a scope of work similar to the task described in Annex A Statement of Work.
- Q30) Annex D. Under Table D.1.2.3., under Services Provided, please confirm that “Preparation of project management documents” specifically refers to experience in preparing project management documents that meet the National Project Management System (NPMS) format since this is the format PWGSC uses. The term project management documents are very open ended otherwise.
- A30) Project management documents are not restricted to PWGSC NPMS format documents. As per the description, a Bidder may only claim a service if they completed a scope of work similar to the task described in Annex A Statement of Work.
- Q31) Annex D. Under Table D.1.2.3, under Services Provided, please confirm that “Site Closure Reports” experience must refer to use of the FCSAP Site Closure Tool format only as indicated in Section A.7.4. The term Site Closure report is very open ended and any final report could be considered a Site Closure report, but may not meet FCSAP requirements for Site Closure.
- A31) In this table, Site Closure report is not restricted to the FCSAP Site Close Tool. Completion of the FCSAP Site Closure tool is included, however, in the Statement of Work and may be required of the successful bidder. As per the description, a Bidder may only claim a service if they completed a scope of work similar to the task described in Annex A Statement of Work.
- Q32) Annex B. Section B.2 Travel and Living Expenses. Please clarify what this provision is intended to cover with respect to all travel related expenses. For example, is this strictly addressing mileage and attending local meetings, or is this provision include all travel associated with

potential activities such as field sampling, construction management support, etc, whose level of required travel and living expenses can't be defined at without a detailed project scope of work. This provision is also unfair to firms that do not have offices in either downtown Victoria, and/or downtown Vancouver since it implies that no travel or living expenses are allowed when project sites are located within 50 kms. For field sampling and construction management efforts, where numerous personnel of specialized experience may be required and may need to be obtained from offices outside of Victoria and/or Vancouver, long-term work durations for personnel on-site may be needed and it will be impossible to estimate and build into labor rates the potential travel and living expenses for all project work, since PWGSC has not defined how much on-site work would be required to meet the needs of the contract. This provision will likely result in significantly higher costs to PWGSC if we have to build in all anticipated travel and living expenses into our labor rates.

A32) [View Amendment 001 – changes to RFP below \(B.2\)](#)

Q33) Annex D. Section D.1.3. Similar to the last Sediment TA, can PWGSC clarify that a Bidder cannot list work that was performed by a Bidder's staff member if that work was performed for a previous employer. In other words, PWGSC is looking for corporate experience in this section, not individual experience. Please confirm this is still true for this Sediment TA.

A33) [See definition of Bidder under Section D.0](#)

Q34) Would there be a conflict of interest for bidding on future dredging or disposal work?

A34) As per 2003 18 (2014-09-25 Standard Instruction – Goods or services – Competitive Requirements)

### **18 (2012-03-02) Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

Q35) If you use a freshwater project which shows relevant design and technology but not salt water environment in the 30 projects will the project be given no points or just reduced points for relevancy?

A35) [Marine is defined in Section D.0 as "salt or brackish environments such as estuaries or rivers with strong tidal influences". Section D.1.3 requests Marine projects. Non-marine projects will not be scored.](#)

## AMENDMENT 002 – CHANGES TO RFP

### PART 3 – BIDDER PREPARATION INSTRUCTIONS

- Items 8 to 10 have been added to PART 3 – BIDDER PREPARATION INSTRUCTIONS
  8. Cover page
  9. Table of Contents
  10. Tabs – Bidders are to note no text other than the number and title of the tabbed section are to be on the tab(s)

### ANNEX A: STATEMENT OF WORK

#### A.10 Categories of Work

Change 21. to read “Senior Remedial Design Engineer”

Change 22. to read “Intermediate Remedial Design Engineer”

### ANNEX B: BASIS OF PAYMENT

#### B.1 Changes to DATES:

B.1.1 Period of Award (TBD) to \_\_\_\_\_, 2016

B.1.2 \_\_\_\_\_, 2016 to \_\_\_\_\_, 2017

B.1.3 \_\_\_\_\_, 2017 to \_\_\_\_\_, 2018

#### B.2 Travel and Living Expenses:

- **ADD** the following:

Travel to/from Vancouver and Victoria will be paid, or the equivalent cost of travel between the two will be paid if travel is from another location. All travel is subject to PWGSC approval. PWGSC reserves the right to require any of the personnel on the Consultant’s team to attend the project site or in-person meetings.

### ANNEX D: POINT RATED EVALUATION CRITERIA AND BASIS OF SELECTION

#### D.3 Financial Evaluation

**ADD** the following :

In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Bidders must provide an hourly rate for each listed position. In the event that the Contractor consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the Contractor does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

**Changes to DATES** below (Financial Evaluation Tables):

D.3.1 Date of Award - \_\_\_\_\_, 2016

D.3.2 \_\_\_\_\_, 2016 - \_\_\_\_\_, 2017

D.3.3 \_\_\_\_\_, 2017 - \_\_\_\_\_, 2018

**Attendees to Bidder's conference:**

SNC Lavalin  
Keystone Env.  
ERM - RESCAN  
CHZM Hill  
AECOM  
Golder Associates  
Hatchmott MacDonald  
Klohn Crippen Berger  
Vancouver Pile Driving  
Anchor  
Hemmera  
Milestone Contracting  
Franz Env.  
Stantec  
SLR  
HDR