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**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**  
TPSGC-PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Voie contournement Lac-Mégantic	
<b>Solicitation No. - N° de l'invitation</b> T8015-190041/A	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b>	<b>Date</b> 2020-05-25
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCM-023-17909	
<b>File No. - N° de dossier</b> QCM-9-42126 (023)	<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 2020-06-01</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hamann, Frédéric	<b>Buyer Id - Id de l'acheteur</b> qcm023
<b>Telephone No. - N° de téléphone</b> (418) 929-6277 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**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>

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## AMENDMENT 004

### TITLE: Lac-Mégantic Bypass (LMB) Project

Included in the present amendment:

1. Questions and answers 26 to 33
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### #QUESTIONS AND ANSWERS 26 to 33:

#### **Question 26:**

Can you clarify the differences between the work plan (requested in article 4.1.1.2.4) and the action plan (requested in article 4.1.1.2.5)?

In this sense, is it possible to present the work plan in "Management of services, approach and methodology (4.1.1.2.5)" rather than in "Scope of services" (4.1.1.2.4)?

#### **Answer 26:**

The Work Plan should contain a detailed description of the tasks and deliverables.  
The Action Plan should contain the strategies for implementing and prioritizing the activities in the work plan.

No, it is not possible to present the work plan in "Management of services, approach and methodology (4.1.1.2.5)".

#### **Question 27:**

Is it necessary to complete the presentation form suggested in Appendix 3 to present the key resources and other resources identified in articles 12.3.1 to 12.3.18 of Annex A or a copy of the Resumes is sufficient?

#### **Answer 27:**

The use of the form in Appendix 3 is recommended but not mandatory.

#### **Question 28:**

Article 7.11 named "Progress Report" on page 36 of 86 specifies that a **monthly** progress report must be submitted which contains the Contractor's evaluation of the progress of the project, as well as any areas of concern in which the assistance or guidance of Canada may be required.

AND

In article 9 of Annex A, on page 49 of 86, one of the activities listed under the responsibility of the Crown Engineer is stated as follows:

"Monitoring project costs and schedule on a regular basis and providing Canada with periodic follow-up reports, either every **3 weeks** or more frequently if significant deviations from Canada's requirements are identified, or at any time when requested by Canada."

Can you confirm if both statements refer to the same reports?

If yes, can you confirm whether the frequency required will be every 3 weeks or once a month?

**Answer 28:**

These are 2 different reports.

Article 7.11 refers to the contract. The purpose of the monthly report is to contractually monitor the progress of authorized tasks, in particular to follow up on costs and progress (part 2). It also aims to have an executive summary of the project (part 1). This report is transmitted with the invoicing.

The report described in section 9 of Annex A is a more technical report which will have to be provided through a task authorization in order to directly follow up on the design and construction project. The frequency could be changed during task authorization.

**Question 29:**

In Annex A – Statement of Work, article 9, on page 48 of 86, entitled "Governance", provides an illustrative diagram identifying the main stakeholders as: Municipality of Lac-Mégantic, Municipality of Frontenac, Municipality of Nantes & Owners.

Can you confirm and identify who are the owners in this context?

Can you confirm if all references to stakeholders within the RFP document references the same stakeholders' identified in the governance chart.

**Answer 29:**

At this time, Canada is in the process of acquiring land. Ultimately, these lands will be transferred to the CMQR. In the figurative sense for the project, the owner is the CMQR.

CMQR will receive funding through a contribution agreement to build the bypass. Once the project completed, CP-CMQR will be the owner and the operator of the railway track. Transport Canada and the Quebec Department of Transport will provide the funding for this project. All other parties to the project could play a role to a certain level (e.g. issuance of a permit or approval, communication relations with the population, etc.)

**Question 30:**

In Annex A, article 12.3.5 Secretarial agent, this position is indicated following key resources. Can you clarify if this is a mistake? Shouldn't this position be indicated after section 12.3.17 Administrative Agent?

**Answer 30:**

This is not an error. Articles 12.3.1 to 12.3.18 list the resources that should be required during the contract without making a distinction between key people (who will be evaluated) and other resources (who will not be evaluated)

**Question 31:**

Considering the fact that we must provide an engineer with 15 years of experience in railway signaling and that there is no accreditation or university training of this kind in Canada, is it possible to provide an engineering engineer with 8 years of signaling experience which could also be supported by a specialist signaling technician.

**Answer 31:**

No

The Automatic Railway Signaling Engineer (CCC or BA)/Signage should have a minimum of fifteen (15) years of relevant experience, or an equivalent combination of training and experience.

**Question 32:**

We are considering including graphs and charts in our proposal. For clarity, can we modify the requirement for font size of a maximum of 11pt?

**Answer 32:**

As indicated in article 3.1.1 "General Requirements for the Presentation of Proposals" the Minimum font size is 11 point Times or equal. There is no maximum requirement for the font size.

**Question 33:**

If we collaborate with a firm as subcontractors for phase 1 of the project, can you confirm that this firm may be able to bid for other stakeholders (ex: CMQR, Ville de Lac- Mégantic) during phases 2 and 3 of the project, that is to say as an independent firm without creating a conflict of interest. Is it possible to obtain confirmation of non-conflict insurance for this firm regarding its possibility of bidding for phases 2 and 3.

**Answer 33:**

By submitting a proposal, the bidder agrees to provide the key people and the different categories of resources for all phases of the contract.

The contractor and its subcontractors must not place themselves in a situation of conflict of interest by being simultaneously under contract with more than one stakeholder within the framework of the VCLM project.

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**\*\*\* ALL OTHER CLAUSES AND CONDITIONS REMAIN UNCHANGED \*\*\***