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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

Title - Sujet CFB Comox FFTA Source Control Proje Projet de contrôle à la source dans l'AELI de la BFC Comox	
Solicitation No. - N° de l'invitation EZ113-210191/B	Amendment No. - N° modif. 008
Client Reference No. - N° de référence du client	Date 2021-02-17
GETS Reference No. - N° de référence de SEAG PW-\$PWY-031-8900	
File No. - N° de dossier PWY-0-43021 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2021-03-02 Heure Normale du Pacifique HNP	
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: Leung, Janie	Buyer Id - Id de l'acheteur pwy031
Telephone No. - N° de téléphone (778) 919-3273 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DND - CFB Comox, BC	

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 008 is raised address questions and to insert a revised Insurance Certificate.

Questions and Answers

Q1. The PFAS Stabilization Efficacy Target (SET) is not provided. What is the definition or target reduction that is acceptable for stabilization? For example: reduction in PFOS/Total PFAS by 99% OR final PFOS/Total PFAS leachate concentrations of ≤ 1 $\mu\text{g/L}$.

A1. The PFAS SET is defined in narrative in the Specifications (See 01 11 55 section 1.2.51) and as follows: "PFAS Stabilization Efficacy Target (SET): The CFB Comox FFTA PFAS Stabilization Efficacy Target is a reduction of PFAS in leachate equivalent to that reported in Arcadis 2020 (see Annex E for Arcadis 2020) using the prescribed testing methods, site material identified as PFAS Contaminated Soil for Stabilization in the Specifications and Drawings."

Per 02 61 00.05 section 1.4.2, Proponents must demonstrate that the alternate amendments have equivalent performance to that reported in Arcadis 2020 (Annex E) using the same methods and under the supervision of a QP-PFAS. In these tests, PFAS reduction was demonstrated as both an average percent and per individual PFAS parameters and equivalency for this project must do the same. Your attention is drawn to the following Arcadis performance data (reported over two phases i.e., Phase 1 and 2):

- Phase 1 equivalency: Average percent reduction and individual PFAS reductions post-TOP assay similar to or better than those for each specified amendment per Arcadis 2020 Section 4.2 and Table 5; and
- Phase 2 equivalency: Performance similar to or better than that for the specified amendment per Arcadis Section 4.3 and Table 4.

Additional relevant sections include:

- 02 61 00.05 section 1.4.2 –Amendment Equivalency Proposal and Documentation requirements
- 02 61 00.05 section 1.4.2.2.1 – Amendment effectiveness testing: "is not required if using Fluorosorb 200 [a Cetco Product] @ 1% minimum dosage rate by weight or RemBind Plus [A Ziltek Product] @ 4% minimum dosage rate by weight,"
- 02 61 00.05 Section 2.1.2.1– how to demonstrate of compliance with the PFAS SET

Q2. For Amendment Effectiveness equivalency testing, does the reference to the "methods performed by Arcadis (see Annex E)" refer to the LEAF 1314 test method?

A2. Testing methods must be completed as performed by Arcadis (as reported in Arcadis 2020 in Annex E). This requirement is not limited to just the analysis components but also includes sample preparation, storage time and techniques. Note, the two phases of the method (Arcadis 2020, sections 3.2 and 3.3) and that LEAF 1314 was only used in Phase 2 (see section 3.3). Equivalency requires both parts of the method to be performed.

Please note: Canada is not promoting one brand over another for supply of stabilization chemicals. The requirements for this project are specific to the soil conditions at the site. These requirements would not apply to other sites as different products may perform differently for different soil types.

Q3. For Amendment Equivalence testing, will site soil (i.e. "Site PFAS Contaminated Material") be made available or is it acceptable to use an artificial or spiked soil for testing?

A3. Site material is available upon request. To paraphrase 02 61 00.05:

- At the proposal stage (02 61 00.05 section 1.4.2.1), Proponents must document effectiveness for conditions and PFAS parameters consistent with the Site conditions (e.g., pH, soil texture, organic carbon content, soil mineralogy) and methods must conform with Arcadis 2020.
- The following section (02 61 00.05 section 1.4.2.2) stipulates that testing with Site material is required prior to mobilization and that testing must conform with Arcadis 2020 methods.

Q4. What was the source of RemBind Plus utilized in the Soil Stabilization and Treatability Study Report (Arcadis – October 27, 2020)?

A4. Arcadis have verified that the following statement from the October 27, 2020 report in Annex E: "Samples of the above fixants for use in the laboratory study were provided to Arcadis directly by the respective vendors."

Q5. Although the RFP specification calls for "RemBind Plus", production and commercial distribution of RemBind Plus has been discontinued for over 2 years by the manufacturer, RemBind Pty (formerly Ziltek). RemBind Plus has been replaced by a new product, "RemBind® 100". Can this product be considered as a approved product in place of the discontinued RemBind plus?

A5. Equivalency must be demonstrated per the Specifications (See 01 11 55 section 1.2.51; 02 61 00.05 section 1.4.2; and 02 61 00.05 Section 2.1.20).

Q6. Is there a on-site storage location that can be used to keep the amendment material dry during storage? The material is sensitive to moisture and cannot be stored outside.

A6. No storage facilities are provided. The Contractor is responsible for providing any storage required for materials. Storage containers may be stored within the Contractor Laydown Area as shown on Drawing 004, providing that required trailers and sufficient parking is maintained within the allotted area.

Q7. The answers on Qualified Professionals appears to be contradictory.

- In A5 of Amd. No. 005, it states that the "Specifications do not stipulate citizenship or residency...".
- In A2 of Amd. No. 007, it states "For facilities located outside of BC, a QP registered in the appropriate jurisdiction will be required." By extension that would imply for facilities located inside BC, a QP registered in BC is required.

Qualified Professionals may be licensed in one province, but capable of providing an assessment of the capacity of a Disposal or Destruction Facility that is located in another province or state.

Must a Qualified Professional be Registered in the jurisdiction in which the Disposal or Destruction Facility is located?

A7. Canada does not define the rules for QP qualifications which vary from jurisdiction to jurisdiction, a QP (PFAS or otherwise) must determine within their professional college/associations rules and code of ethics the limits of their qualifications and certification. The 'appropriate jurisdiction' per A2 in Amendment 007 must be determined by a QP in accordance with their professional college/associations rules and code of ethics.

If multiple QPs are engaged, the Proponent must provide supporting documentation for all QPs qualifications as per the Specifications after award.

Refer to A1 in Amendment 007 for clarification regarding submittal requirements for Evaluation of Key Personnel.

Q8. For clarification and in reference to previous questions (Amendment #4 - Question 1, Amendment #6 - Question 4, Amendment #7 – Question 1), would it be acceptable for the destruction facility's QP PFAS (who meets the owner specifications for a QP PFAS) sign and stamp the CFB Comox FFTA Source Control Project PFAS Destruction Facility Form and Certificates of Destruction if they are not the primary QP PFAS named in the Key Personnel list for this RFP?

A8. Yes. If multiple QPs are engaged, the Proponent must provide supporting documentation for all QPs qualifications as per the Specifications after award. Refer to A1 in Amendment 007 for clarification regarding submittal requirements for Evaluation of Key Personnel.

Q9. The insurance requirements for the above noted solicitation include Builder's Risk, but the Scope of Work appears to mostly relate to the removal of contaminated soil. Can you confirm if Builder's Risk is necessary, please?

A9. No, builder's risk is not necessary. Please see revised insurance certificate below.

Revised Insurance Certificate

Under Annex B – CERTIFICATE OF INSURANCE:

Delete in its entirety: CERTIFICATE OF INSURANCE

Insert: CERTIFICATE OF INSURANCE – revised Feb 17, 2021

All other terms and conditions remain unchanged.

ANNEX B - CERTIFICATE OF INSURANCE – revised Feb 17, 2021

(Not required at solicitation closing)

**CERTIFICATE OF INSURANCE
Page 1 of 2**



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work CFB Comox FFTA Source Control Project Comox, BC	Contract No. EZ113-210191/001/PWY
	Project No.

Name of Insurer, Broker or Agent Code	Address (No., Street)	City	Province	Postal
Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.