



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

See herein for bid submission

instructions

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Manitoba

NA

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Offer remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'offre 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
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Multidisciplinary Environmental Ser Services environnementaux multidisciplinaires	
Solicitation No. - N° de l'invitation EW699-220414/B	Date 2022-02-22
Client Reference No. - N° de référence du client PWGSC EW699-220414	Amendment No. - N° modif. 005
File No. - N° de dossier NCS-1-44066 (013)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$NCS-013-12213	
Date of Original Request for Standing Offer 2022-01-24 Date de la demande de l'offre à commandes originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2022-04-19 Heure Avancée du Centre HAC	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur ncs013
Telephone No. - N° de téléphone (431) 335-3523 ()	FAX No. - N° de FAX (418) 566-6167
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

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005
File No. - N° du dossier
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Buyer ID - Id de l'acheteur
NCS013
CCC No./N° CCC - FMS No./N° VME

This amendment 005 is raised to:

1. Modify Solicitation EW699-220414/B as follows:

REFER TO GC 16 INSURANCE REQUIREMENTS

DELETE:

4. Environmental Impairment Liability Insurance:

1. The Contractor must obtain Contractors Pollution Liability Insurance and 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 Pollution Liability Insurance policy and 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 Insured: 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 acknowledgment 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

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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.

REFER TO PART 9: STATEMENT OF WORK

4.2 Designated Substances and Hazardous Materials Surveys Audits and Abatement

INSERT:

12. Upon completion of the abatement project, the Consultant shall provide a letter of assurance detailing project methodology, contractor submittals and laboratory analysis results. The letter will represent a 'closure report' to show that all -the specified designated substances / hazardous materials have been removed from defined areas and that the abatement area and adjoining work areas are free from impacts.

Refer to 4.3 Air Quality

DELETE IN IT'S ENTIRETY

INSERT:

- .1 The types of projects in this category include, but are not limited to, mould assessments, indoor air quality assessments, radon assessments, and air quality monitoring.
- .2 Air quality assessments may include sampling for, but are not limited to: mould spores, asbestos fibres, lead, and volatile organic compounds (VOCs),
- .3 The Consultant shall prepare a report outlining the complete findings of the air quality testing including recommendations for additional work (if necessary). If required they may also be asked to prepare recommendations for the ongoing management and mitigation of air quality issues including associated cost estimates.

6.1.1 General Instruction

DELETE:

.3 Provide engineering design services for projects that may include, but not be limited to, contaminated site remediation, hazardous material abatement, demolition, and installation or upgrade of storage tank systems for petroleum and allied petroleum products.

INSERT:

.3 Provide engineering design services for projects that may include, but not be limited to, contaminated site remediation, hazardous material abatement, demolition and decommissioning of fuel storage tank systems.

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REFER TO APPENDIX B – PRICE OFFER FORM

DELETE:

5. The hourly rates identified will be for the duration of the Standing Offer.

INSERT:

5. The hourly rates identified will be for the period of Standing Offer Agreement Issuance until March 31, 2023.

DELETE:

6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 25km radius of the location of work are to be calculated as an integral part of the hourly rates.

INSERT:

6. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 25km radius of the **employees home office** are to be calculated as an integral part of the hourly rates.

Disbursements. 2.2 Travel and Living Expenses:

DELETE:

Company owned vehicles used for project related work (traveling to the site and use while on the job) outside the designated 25 km radius of the work site, will be reimbursed with the applicable kilometric rate only.

INSERT:

Company owned vehicles used for project related work (traveling to the site and use while on the job) outside the designated 25 km radius of the **employees home office**, will be reimbursed with the applicable kilometric rate only.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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2. Address questions from Industry:

	Question	Answer
1	Currently one resource can be presented each for the Senior, Intermediate professionals in category 3.1 Phase I,II,III, Environmental Site Assessments, Phase I, II and III Assessments require different skill sets and professionals may specialize in some, but not all phases throughout their career. Will PWGSC allow more than one senior professional and more than one intermediate professional to be proposed for Phase I,II,III ESA's as a category? Alternatively will PWGSC consider splitting this category into sub categories per phase?	Canada will not allow more than one senior professional and more than one intermediate professional to be proposed for the Phase I, II, II category. Canada will not split this project category into sub-categories.
2	For Stream 3, given that a large range of the services under the scope of work are not eligible for professional licensing in the NSA, could the NAPEG Permit to Practice be held by a sub-consultant? This would allow for more local and indigenous content, increased competition and best value for Canada.	Offers must have a Permit to Practice in the location they are applying to work.
3	For Stream 3, the requirement that 3.1 - PH I/II/III ESA; 3.4 - Remedial Options Analysis and Remedial Action Plans / Risk Management Action Plans; 4.1- Design and Specifications Including Tendering Assistance and 4.5 - Site Supervision and Contract Administration Services be in house positions seems unnecessarily restrictive. Given the specialist nature of these positions and the difficulties that cold-climate assessment and remediation projects present would it not make more sense to be less restrictive and have access to best in class resources. This would result in increased competition, more local and indigenous content and best value for Canada.	Canada will not change the requirement that in-house resources are required for the following project categories: <i>3.1 - PH I/II/III Environmental Site Assessment (ESA)</i> <i>3.4 - Remedial Options Analysis and Remedial Action Plans / Risk Management Action Plans</i> <i>4.1 - Design and Specifications Including Tendering Assistance</i> <i>4.2 - Site Supervision and Contract Administration Services</i>
4	In Appendix B - Price Offer Form, item 6 indicates that "any travel time and travel-related expenses associated with the delivery of services within a 25km radius of the location of work are to be calculated as an integral part of the hourly rates."	See solicitation modifications, 'location of work' has been changed to 'employees home office'.

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	<p>Could PWGSC please clarify this? For example, if a project is located in a remote fly-in community 200 km from the Consultant's office, would the Consultant only be reimbursed for their travel expenses to and from the community (i.e., flights) but not for their travel expenses while they stayed in the community and conducted the work, which would all be within a 25 km radius of the work location (e.g., accommodations, meals, vehicle rentals, fuel in the community)?</p>	
5	<p>Under section 4.3, "Air Quality", the majority of the description of work in Section 4.3.2 appears to be more suited to fall under Section 4.2 "DSHMS Audits and Abatement".</p> <p>Both Section 4.2 and 4.3.2 for instance indicate site inspections during abatement and the development of hazmat specs under the NMS specifications. Could PWGSC please confirm that the scope of work for Air Quality projects should include the items listed in 4.3.2 which relate to DSHM abatement? It appears, in a general sense, that the descriptions provided in 4.3.2 don't have that much in common with the description of Air Quality provided in 4.3.1.</p>	Refer to solicitation modifications above.
6	<p>Page 112 and 113 indicate that "the hourly rates identified will be for the duration of the Standing Offer" / "The rates will be firm for the full period of the standing offer". Page 115 indicates that rates will be adjusted annually for cost of living. Can PSPC please confirm which is correct?</p>	See solicitation modifications above.
7	<p>Forming a JV with an Inuit firm and obtaining IFR registration as required for Stream 3 is complex for one consulting firm let alone two, yet the double-asterisked clause at the bottom of page 88 states that resources proposed for project categories 3.1, 3.4, 4.1 and 4.2 must be within a JV and not from sub-contractors to be considered "in-house". We had previously understood that on Stream 3, sub-contracted resources would be as valid as those from the JV. Given the complexity of IFR registration, could this requirement be removed specifically for Stream 3?</p>	No
8	<p>Regarding RFSO Part 9 Statement of Work, 4.4 Environmental Management of Federal Facilities – Storage Tanks Systems Audits, Design and Site Supervision, bullet 4.4.1 d. Storage tank design and tender assistance and site supervision and</p>	<p>a - No changes will be made to the scope of work requirements for Storage Tank System Audits, Design and Site Supervision.</p> <p>Canada requires firms that can demonstrate the ability to audit fuel storage tank systems</p>

	<p>contract administration during construction (RFSO page 70).</p> <p>a. Should this scope of work item (bullet) be under Section 6 Construction, Design, Supervision as it requires more of an engineering skillset than the other bullets listed which require an environmental management/compliance/auditing skillset?</p> <p>b. Will the Intermediate and Senior resources proposed for evaluation under Storage Tanks Systems Audits, Design and Site Supervision who are qualified and experienced in providing all of the other scope of work items (bullets) (page 70 bullets 4.4.1: a. b. c. e. and f.) score well when being evaluated?</p> <p>It is noted that Part 9 Statement of Work Section 6. Construction Planning, Design, Supervision does appear to contain similar services (e.g. "Provide engineering design services for projects that may include, but not be limited to . . . installation or upgrade of storage tank systems for petroleum and allied petroleum products."). Are these in fact the same services and if so why are they being evaluated twice in two different sections of the proposal?</p>	<p>for compliance and provide designs for system upgrades or replacement.</p> <p>b - Scoring will be based on the generic evaluation table on p. 102 of the RFSO. Resources should demonstrate their experience and knowledge related to 4.4.1.d to the greatest extent possible, even if it only includes coordinating and assisting with fuel storage tank designs, maintenance or upgrades, but does not actually include completing designs.</p> <p>c - The ability to provide engineering design services for fuel storage tanks will be evaluated in RFSO Statement of Work section 4.4., Storage Tank System Audits, Design and Site Supervision. Part 9.6.1.1 has been updated, see solicitation modifications above.</p>
9	<p>If we are submitting an offer as prime consultant, can we also be a subconsultant on another team for the same stream?</p>	<p>No, as per GI 13 Limitation of Submissions: <i>Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, an Offeror shall not include in its submission another Offeror as a member of its consultant team, as a sub-consultant or specialist consultant.</i></p>
10	<p>Some of our projects may have been the subject of abstracts or presentations. Are we permitted to include hyperlinks in Resource Resume write-ups and/or Detailed Project write-ups that will not add to our prescribed page count restrictions?</p>	<p>No, all information to be considered must be explicitly included as part of a consultants proposal, Canada will not consider any outside information such as URL or hyper links.</p>
11	<p>Contractor Professional Liability Insurance is not recognized by our corporate risk management group and insurance broker. Can this requirement be changed to 'Professional Liability' or 'Engineers Professional Liability'?</p>	<p>Then requirement for Environmental Impairment Liability Insurance has been removed.</p>