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11 Laurier St./ 11, rue Laurier

Place du Portage, Phase III

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Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

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

Maintenance & Professional Consulting Services
Division (FK)

11 Laurier St./ 11, rue Laurier

3C2, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet CONSTRUCTION PROJECT MANAGEMENT	
Solicitation No. - N° de l'invitation A2123-160003/B	Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client A2123-160003	Date 2017-09-14
GETS Reference No. - N° de référence de SEAG PW-\$\$FK-302-73238	
File No. - N° de dossier fk302.A2123-160003	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-09-18	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kraya, Jeahan	Buyer Id - Id de l'acheteur fk302
Telephone No. - N° de téléphone (819) 420-5351 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

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 003 is in two parts. Part 1 is raised to answer questions from the industry, and Part 2 is raised to make modifications to the RFP

Part 1

Q1. Item 4.2 Basis of selection – Highest Combined Rating of Technical Merit and Price: The text describes the ratio of technical merit is 70% and price 30%. However the header on the table on page 19 notes the evaluation is based on the highest combined rating of technical merit 60% and price 40%. Please clarify and confirm the evaluation ratio of technical to price.

A1. Please see Part 2 to this amendment

Q2. Funding Agreement, Annex 2, Section 3 Insurance, Item 2.4 Construction Insurance and Annex 10 Certificate of Insurance – The construction insurances described in Annex 10 are typically carried by the Design-Builder. Please review and clarify.

- a. Builder's Risk / Installation Floater
- b. Pollution Liability
- c. Marine Liability
- d. Aviation Liability

We normally only see a request for insurance as specified in Annex 2.2 and 2.3 (Professional Liability Insurance (\$2M) and General Commercial Liability Insurance (\$5M)).

A2. Please see part 2 to this amendment

Q3. In regards to RFP A2123-160003/A Project Management Services for Northwest Ontario School Bundle, I would like to bring your attention to Section 3 Pricing Schedule which I have copied and paste part of the pricing schedule below for ease of reference.

- 4.4Design & Construction Related Services \$ _____
- 4.5Geotechnical Services\$ _____
- 4.6Engineering and Technical Advisory Services\$ _____
- 4.7Designated Substance Report\$ _____
- 4.8Enhanced Commissioning\$ _____
- 4.9Completion Reporting –Substantial Completion\$ _____
- 4.10Warranty Period and Inspection Services\$ _____

The request to provide pricing for services above are designated services for design or engineering consultants and not that of a Construction Project Manager. For example item 4.4 what type of design and construction services are expected from the proponent? Also what type of Geotechnical services are expected from a construction project manager in item 4.6 and or expecting preparation of designated substance reports?

From our past and many years of experience, substance material reports are prepared by qualified environment consultants and same is true for geotechnical services.

Also please clarify what is meant by Engineering and Technical Advisory Services in item 4.6? Does it mean that Value Engineering is required and as Technical Advisory services; does it mean constructability review is required? If yes, this is true for Design-bid-build delivery method but not for a Design/Build delivery system for this project as we understand from the RFP that the project is a Design/Build type project and the Design/Build contractor is responsible for all his internal value engineering and etc...

Kindly confirm what is expected for the Project Manager to quote.

A3. The pricing schedules are to be jointly read with the Funding Agreement (Annex 2, Section 4.0 - Project Manager Responsibilities); which lists in details all the tasks expected from the Project Management Consultant.

Q4. Under Mandatory Technical Criteria MT1 we will be providing three references along with a short description of our role in the projects. Can the referenced projects be ones that are underway provided the projects are 50 percent or more complete similar to the guideline used in RT2?

A4. The references must be related to work which has been completed within the past ten (10) years. Only projects that are at least 50 percent complete (as of bid closing date) in terms of project duration will be evaluated.

Part 2

1. At 4.2 Basis of selection - Highest Combined Rating of Technical Merit and Price, table Basis of selection;

Delete in its entirety:

Replace with the following:

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
	Combined Rating	84.17	73.15	77.70
Overall Rating		1st	3rd	2nd

2. At "Section 3: Indemnification and Insurance" in the funding agreement

Delete in its entirety:

Replace with the following:

Section 3: Indemnification and Insurance

1.0 Indemnification

The Recipient shall indemnify and save harmless Canada, its employees and agents, from all losses arising out of the errors, omissions or negligent acts of the Recipient, its employees and agents, in the performance of the work that it performs under the Funding Agreement.

The Recipient's liability to indemnify or reimburse Canada under the Funding Agreement shall not affect or prejudice Canada from exercising any other rights under law.

2.0 Insurance Requirements

2.1 General

1. The Recipient must obtain within thirty (30) days after the award of the Funding Agreement, and maintain in force for at least the duration of the Funding Agreement (unless a longer period is specified herein), the insurance coverage set out below.
2. The Recipient must, if requested by the Funding Agreement Authority, provide to the Funding Agreement Authority an Insurer's Certificate of Insurance and originals or certified true copies of all contracts of insurance maintained by Recipient pursuant to this Funding Agreement.
3. The policies must insure the Recipient and must include Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter "Canada"), as an additional Insured.
4. The insurance policies must be endorsed to provide Canada with not less than thirty (30) days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.
5. 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.
6. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Recipient.
7. Compliance with these insurance requirements does not release the Recipient from its obligations, or reduce its liability, under the Funding Agreement.
8. The Recipient is responsible for deciding if additional insurance coverage is necessary to ensure compliance with any applicable laws. Any additional insurance coverage for the Recipient is at the Recipient's expense and for its own benefit and protection.
9. In the event of a claim, the Recipient agrees to do, without delay, all such things and execute all such documents as are necessary to effect payment of the proceeds of insurance.

2.2 Insurance Coverage Required

2.2.1 Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100, as amended from time to time.

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

- (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.

The policy must have the following minimum limits:

- (a) **\$5,000,000** per Occurrence;
- (b) **\$10,000,000** Aggregate limit of not less than \$10,000,000 within any policy year;
- (c) **\$5,000,000** Products/Completed Operations Aggregate limit.

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

The Recipient must maintain coverage for products/completed operations hazards on its Commercial General Liability insurance policy for a period of six (6) years beyond the date of the Certificate of Completion (Final).

2.2.2 Professional Liability

The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the services provided under the Funding Agreement, but shall have a limit of liability of not less than **\$2,000,000** per claim and shall be continually maintained from the commencement of performance of the services until five (5) years after their completion.

The following provision must be incorporated into the conditions of the Recipient's professional liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Funding Agreement Authority at least thirty (30) days' prior written notice of any policy cancellation and before making any reduction in coverage."

3. At "Annex 10: Certificate of Insurance" in the funding agreement

Delete in its entirety